

Order Form

Order ID: Q-09087307

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000623117
FL STATE ADMIN BOARD
MARIA LARUE
PO BOX 13300 1801 HERMITAGE BLVD
STE 100
TALLAHASSEE FL 32308-7743 US

Shipping Address Account #: 1000623117 FL STATE ADMIN BOARD MARIA LARUE PO Box 13300 1801 HERMITAGE BLVD STE 100 TALLAHASSEE FL 32308-7743 US Billing Address
Account #: 1000623117
FL STATE ADMIN BOARD
MARIA LARUE
PO Box 13300
1801 HERMITAGE BLVD STE 100
TALLAHASSEE, FL 32308-7743
US

"Customer"

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

ProFlex Modification							
Material #	Product	Agreement #	New Monthly Charges				
40757482	West Proflex	0000303499	\$3,475.98				

This Order Form modifies the current order form for the products listed above("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying ("General Terms and Conditions") along with any applicable Product Specific Terms (set forth below). Such terms are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details
 are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.





Attachment

Order ID: Q-09087307

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method: Payment Method: Bill to Account Account Number: 1000623117 This order is made pursuant to: Order Confirmation Contact (#28) Contact Name: STEVENS, LIZ Email: liz.stevens@sbafla.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name LIZ STEVENS Email liz.stevens@sbafla.com

ProFlex Multiple Location Details						
Account Number	Account Name	Account Address	Action			
1000623117	FL STATE ADMIN BOARD	1801 HERMITAGE BLVD STE 100	Existing			
		TALLAHASSEE				
		FL 32308-7743 US				

Modifications to ProFlex									
Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type			
40757481	West Proflex	0000303499		1	Each	Exist			
41985649	Gvt - Related Documents For Government (Westlaw PROâ¢)	0000303499	9	11	Attorneys	Exist			
41933477	Westlaw Litigation Collection, Enterprise access, Government	0000303499	9	11	Attorneys	Exist			
41994566	Gvt - National Reporter Images For Government (Westlaw PROâ¢)	0000303499	9	11	Attorneys	Exist			
42077754	Westlaw All Analytical, Enterprise access, Government	0000303499	9	11	Attorneys	Exist			
42510229	Westlaw Edge National Primary Law, Enterprise access, Government	0000303499	9	11	Attorneys	Exist			
41933493	Practical Law Premier, Enterprise access, Government	0000303499	9	11	Attorneys	Exist			

ADDENDUM TO WEST ORDER FORM Q-09087307 ("Agreement") BETWEEN WEST PUBLISHING CORPORATION, A THOMSON REUTERS BUSINESS ("West") AND THE STATE BOARD OF ADMINISTRATION OF FLORIDA ("SBA")

- 1. Notwithstanding any provision in this Agreement between the parties agree that the SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999.
- 2. Notwithstanding any provision in this Agreement between the parties, the SBA may agree to limitations of liability only to the extent allowable under Florida law. See Florida Attorney General Opinion 85-66, dated August 23, 1985.
- 3. Notwithstanding any provision in this Agreement between the parties, West acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

IF WEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406

SBAContracts DL@sbafla.com

- 4. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.
- 5. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. West hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution West may submit a redacted version of the agreement for these purposes.
- 6. In accordance with Section 448.095(5), Florida Statutes, West shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. West acknowledges that the SBA is subject to and West agrees to comply with Section 448.095, Florida Statutes, to the extent applicable.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Addendum, effective on the date of the last signature below.

