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**SUBSCRIPTION ORDER FORM**

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<b>Subscriber Information</b>	State Board of Administration of Florida Chade Foote, COFO chad.foote@sbafl.gov 1801 Hermitage Boulevard, Suite 100 Tallahassee, FL 32308 USA  <small><i>*Subscriber's address indicated above is presumed to be the usage location unless otherwise communicated by Subscriber to Law360's Accounting Department at <a href="mailto:accounting@law360.com">accounting@law360.com</a>.</i></small>
<b>Law360 Contact</b>	Kelly Weis Government Renewal Account Executive 111 West 19 <sup>th</sup> Street, Fifth Floor New York, NY 10011   <a href="mailto:kelly.weis@law360.com">kelly.weis@law360.com</a>
<b>Users</b>	<b>Number of users: 1</b>
<b>Subscription Terms</b>	<b>Term:</b> 1 Year <b>Start Date:</b> July 21, 2023 <b>End Date:</b> July 20, 2024 <b>Annual Subscription:</b> \$2,632.00 <b>Payment Terms:</b> Annually <small><i>Subscriptions may be subject to applicable sales/service tax. Invoice to follow. Payments due within 30 days of invoice day.</i></small>  <small><i>The terms contained in any purchase order (or similar document) or procurement (or similar) website/portal of Subscriber relating to payment hereunder shall be for Subscriber's internal purposes only (i.e., administrative convenience) and shall not modify or affect any of the terms or conditions of this agreement.</i></small>  <small><i>No claims directly or indirectly related to amounts billed or payments made under this Order Form may be initiated by either party more than 18 months after such amounts were first invoiced. Late payments may be subject to a 15% per annum late fee (or, if less, the maximum rate permitted under applicable law).</i></small>  <small><i>Subscriber shall be liable for all costs of collection incurred by Law360, including without limitation, collection agency fees, reasonable attorneys' fees and court costs, if Subscriber fails to comply with its payment obligations.</i></small>
<b>Sales Tax Exemption Status</b>	<b>X</b> Our organization is exempt from sales tax  <small><i>*If exempt, please provide supporting documentation to confirm sales tax exempt status</i></small>
<b>Service</b>	Law360 Enterprise Plan

The Subscriber hereby subscribes to the Law360 Services as set forth above. The Law360 Services are Online Services subject to the Addendum 2 attached as Appendix A and General Terms and Conditions as set forth at <https://www.lexisnexis.com/en-us/terms/general/default.page> (the "General Terms"), and as further amended by the Additional Terms (State and Local Government) and to appended hereto, which are incorporated herein by reference. In the event of any conflict between the terms of this Subscription Order Form ("Order Form") and the General Terms, the provisions of the Order Form shall govern to the extent of such conflict.

Subscriber's subscription to the Service(s) indicated above shall include any additional content made available as part of such Service(s) during the Term. Any content not included in the Services subscribed to hereunder may not be accessible without a separate subscription.

Accepted and Agreed to by Subscriber:

Authorized Signature:

Name:

Title:

Date:

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### Additional Terms (State and Local Government)

Subscriber's subscription is subject to the additional terms (the "Additional Terms") set forth below. The Additional Terms amend the Agreement. In the event of any conflict or inconsistency between the Agreement and the Additional Terms, the Additional Terms shall govern. Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding anything to the contrary in the Agreement:

1. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. Law360 agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
2. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon thirty (30) days' prior written notice to Law360, without future obligations, liabilities, or penalties to Law360, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
3. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, Law360 reserves all right, title and interest in and to the Online Services and the Materials made available therein. Law360 grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.
4. **Right to Terminate; Termination for Cause.** Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to Law360. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide Law360 with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.
5. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
6. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of Law360. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.

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7. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold Law360 harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring Law360 to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.
8. **Warranties.** Law360's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.
9. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, Law360 shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. Law360 may also subcontract the performance of this Agreement so long as Law360 remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit Law360 from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by Law360 in a separate writing.
10. **Audit Rights.** Subscriber shall have the right to audit the billing records of Law360 with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide Law360 with not less than ten (10) business days advanced written notice of any such audit.
11. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. Law360 agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. Law360 shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires Law360 to provide notice of the release of confidential information within a set period of time is deleted.
12. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
13. In the event of a conflict between the terms of the Agreement and these Additional Terms, these Additional Terms will control.
14. Except as expressly modified or amended hereby, all terms, conditions, covenants and provisions contained in the Agreement remain in full force and effect.

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**Appendix A**

**Addendum 2 to LAW360 Order Form**  
**by the**  
**State Board of Administration of Florida**

Notwithstanding any statements to the contrary in the **LAW360** Order Form the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by **LAW360**. This Addendum replaces the prior Addendum effective June 5, 2019.

1. The State Board of Administration of Florida (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.) The SBA is also prohibited from entering into a limitation of remedies agreement. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.
2. Notwithstanding any provision in any agreement between the parties, **LAW360** 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 these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.
3. **IF LAW360 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT 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 13300**  
**TALLAHASSEE, FLORIDA 32317-3300**  
**(850) 488-4406**  
[SBAContracts\\_DL@sbafla.com](mailto:SBAContracts_DL@sbafla.com)
4. 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. **LAW360** 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 Apyrse may submit a redacted version of the agreement for these purposes.
5. The SBA requires its vendors to comply with and use the E-Verify system. **LAW360** shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. **LAW360** acknowledges that SBA is subject to and



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**LAW360** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. (Reserved).
7. 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.

**LAW360****State Board of Administration of Florida**