



Order Form

Order ID: Q-07297601

Contact your representative sara.frederes@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000642626

LEXINGTON FAYETTE URBAN COUNTY

GOVT LAW DEPT

200 E MAIN ST 11TH FL

LEXINGTON KY 40507-1310 US

“Customer”

Shipping Address

Account #: 1000642626

LEXINGTON FAYETTE URBAN
COUNTY

GOVT LAW DEPT

200 E MAIN ST 11TH FL

LEXINGTON KY 40507-1310 US

Billing Address

Account #: 1000642626

LEXINGTON FAYETTE URBAN COUNTY

GOVT LAW DEPT

200 E MAIN ST 11TH FL

LEXINGTON, KY 40507-1310

US

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”.

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

| Material # | Renewed Product | Agreement # | Deal ID # | Monthly Charges in effect prior to Renewal Effective Date | Monthly Charges for Initial Renewal Year | Renewal Effective Date | Renewal Term (Months) |
|------------|-----------------|-------------|-----------|---|--|------------------------|-----------------------|
| 40757482 | West Proflex | 0000141203 | | \$3,086.27 | \$3,240.58 | 11/1/2023 | 36 |

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

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.

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.

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.

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: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls 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 Information Security Controls <http://tr.com/HighQ-InfoSec>

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>

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
- Contract Express
- 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

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-07297601

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 10/15/2023.



Attachment

Order ID: Q-07297601

Contact your representative sara.frederes@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000642626

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Speckert, Susan

Email: sspeckert@lexingtonky.gov

eBilling Contact

Contact Name Susan Speckert

Email sspeckert@lexingtonky.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Account Contacts

| Account Contact First Name | Account Contact Last Name | Account Contact Email Address | Account Contact Customer Type Description |
|-------------------------------|------------------------------|----------------------------------|--|
| | | | |

Charges During Renewal Term

| Material # | Product Name | Year 1 Charges per Billing Freq | % incr Yr 1-2* | Year 2 Charges per Billing Freq | % incr Yr 2-3* | Year 3 Charges per Billing Freq | % incr Yr 3-4* | Year 4 Charges per Billing Freq | % incr Yr 4-5* | Year 5 Charges per Billing Freq | Billing Freq |
|------------|--------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|--------------|
| 40757482 | West Proflex | \$3,240.58 | 5.00% | \$3402.61 | 5.00% | \$3572.74 | N/A | N/A | N/A | N/A | Monthly |

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing. The Charges per Billing Frequency for each year of the Renewal Term are as set forth in the grid above.