| | Order Form | Order ID: Q-10057801 |
|---|--|---|
| Thomson Reuters™ | Contact your representative stephlee1@thor | nsonreuters.com with any questions. Thank you. |
| Sold To Account Address Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE NC 28112-4797 US "Customer" | Shipping Address Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE NC 28112-4797 US | Billing Address Account #: 1000760468 UNION COUNTY LEGAL DEPT 500 N MAIN ST STE 925 MONROE, NC 28112-4797 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: <u>https://www.tr.com/trorderinginfo</u>

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".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <u>http://tr.com/federal-general-terms-and-conditions</u> apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) 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.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<u>http://tr.com/us-general-terms-and-conditions</u>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) 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.

| | ProFlex Products See Attachment for details | | |
|------------|--|-----------------|---------------------------|
| Material # | Product | Monthly Charges | Minimum Terms (Months) |
| 40757482 | West Proflex | \$3,320.37 | 36 |

| | Brid | ge Products | | | |
|------------|--------------|-------------|------|---------------------------|-------------------------|
| Material # | Product | Quantity | Unit | Bridge Monthly Charges | Bridge Term (Months) |
| 40757482 | West Proflex | 1 | Each | \$2,266.46 | 1 |

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above

plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. 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 Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803. **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, we will 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 http://static.legalsolutions.thomsonreuters.com/static/agreement/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 <u>http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</u> 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: <u>http://www.thomsonreuters.com/document-intelligence-PST</u>.

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: <u>http://tr.com/cocounselcore-and-drafting-product-specific-terms</u>. **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 <u>http://tr.com/HighQ-PST</u>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <u>http://tr.com/HighQ-SLA</u>. 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: <u>http://tr.com/federal-product-specific-terms</u>

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.

- 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 bγ reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

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.

<u>No Automatic Renewal.</u>

The paragraph above titled "Post Minimum Term" is deleted in its entirety. Notwithstanding any automatic renewal provisions in the Agreement, your subscription to the Products on this Order Form will terminate at the end of the Minimum Term, at which time we will no longer provide you with subscription services for these Products.

Acknowledgement: Order ID: Q-10057801

Printed Name

Date

This Order Form will expire and will not be accepted after 10/3/2025.

This Instrument Has Been Preaudited In The Manner Required By The Local Government Budget And Fiscal Control Act

Approved as to Legal Form: <u>CJB</u>

Deputy Finance Officer

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Attachment

Order Confirmation Contact (#28) Contact Name: Brown, Christopher Email: christopher.brown@unioncountync.gov

eBilling Contact

Contact Name Christopher Brown Email christopher.brown@unioncountync.gov

| ProFlex Multiple Location Details | | | | | |
|-----------------------------------|--------------|-----------------------|--------|--|--|
| Account Number | Account Name | Account Address | Action | | |
| | | 500 N MAIN ST STE 925 | | | |
| 1000760468 | | MONROE | New | | |
| | | NC 28112-4797 US | | | |

| | ProFlex Product Details | | | | | | | |
|----------|-------------------------|--------------------|---|--|--|--|--|--|
| Quantity | Unit | Service Material # | Description | | | | | |
| 1 | Each | 40757482 | West Proflex | | | | | |
| 11 | Attorneys | 43102993 | Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government | | | | | |
| 11 | Attorneys | 42077755 | Westlaw All Analytical, Enterprise access, Government | | | | | |
| 11 | Attorneys | 41984065 | Gvt - Briefs For Government (Westlaw PRO™) | | | | | |

| | | Account Contacts | |
|-----------------|-----------------|---------------------------------|---------------------------|
| Account Contact | Account Contact | Account Contact | Account Contact |
| First Name | Last Name | Email Address | Customer Type Description |
| Ramona | Mullet | ramona.mullet@unioncountync.gov | EML PSWD CONTACT |

| Lapsed Products | | | | |
|-----------------|--|--|--|--|
| Sub Material | Active Subscription to be Lapsed | | | |
| 41984066 | Gvt - Briefs For Government (Westlaw PRO™) | | | |
| 42077754 | Westlaw All Analytical, Enterprise access, Government | | | |
| 42510229 | Westlaw Edge National Primary Law, Enterprise access, Government | | | |
| 40757481 | West Proflex | | | |

Charges During Minimum Term

| Materia l# | 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 |
|---------------|-----------------|--|-----------------------|--|-----------------------|--|--------------------------|---|--------------------------|---|-----------------|
| 407574 82 | West Proflex | \$3,320.37 | 5.00% | \$3486.39 | 5.00% | \$3660.71 | N/A | N/A | N/A | N/A | Monthly |

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

| Payment Method: |
|---------------------------------|
| Payment Method: Bill to Account |

Account Number: 1000760468 This order is made pursuant to:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Thomson Reuters™

Order ID: Q-10057801