

CUSTOMER

and

Thomson Reuters (Professional) UK Limited

**MASTER CONTRACT AND SERVICES AGREEMENT FOR COURT CASE MANAGEMENT
SOFTWARE SOLUTION, SOFTWARE IMPLEMENTATION SERVICES AND MANAGED
CLOUD SERVICES**

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IN CONSIDERATION of the mutual promises contained herein, the Contractor acting on behalf of Thomson Reuters (Professional) UK Limited (“Contractor” or “Vendor”) and the buyer identified in the Purchase Order, Statement of Work, or similar document (the “Customer” or “Ordering Activity”) each referred to as a “Party” or collectively as “Parties” agree as follows:

This **Master Contract and Services Agreement (“Agreement”)** for a Court Case Management Software Solution, Software Implementation Services and Managed Cloud Services, effective as of the Master Effective Date is between Contractor and the Customer for the following Customer Entities/Locations only:

INSERT CUSTOMER INFO

WHEREAS Customer wishes to enter into this Agreement with Contractor, pursuant to which Contractor will license, implement, maintain, and support its court case management software in accordance with the terms and conditions in this Agreement and the Attachments listed in Error! Reference source not found. (Error! Reference source not found., **License and Scope of Services**).

ARTICLE I. DEFINITIONS

Capitalized terms used in this Agreement and Attachments will have the meanings set out below or as defined in this Agreement.

“Acknowledgment” means the time when Contractor confirms receipt of an open ticket for a Support Request, via the Incident Reporting and Management Portal or through another written means if such Incident Reporting and Management Portal is not functioning.

“Ancillary Users” means individuals outside of the direct management of the Customer who access and use the Customer Software Solution. This term includes registered and non-registered users of the C-Track Public Portal application who satisfy the first sentence of this definition.

“Authorized Users” means any Customer employees, including judicial users and contractors and/or service providers who provide services to the Customer, to whom the Customer provides a log-in credentials to access any portion of the Customer Software Solution. For clarity, Authorized Users exclude Ancillary Users.

“Availability” means the percentage of time an application is capable and available for Customer’s use during the month, excluding Downtime, which percentage is determined by dividing the (Uptime-Downtime)/Uptime. The following related terms are used to calculate Availability:

- **“Downtime”** means the total number of hours minutes per month which an application is not capable and available for Customer use, excluding Scheduled Downtime.
- **“Scheduled Downtime”** means times when the Customer’s Software Solution is not available for Customer use due to regular maintenance windows, scheduled releases, emergency maintenance windows, Customer Defects, or Azure-caused outages, and as otherwise agreed to in advance in writing by the parties.
- **“Total Time”** means the total time possible in a month.
- **“Uptime”** = Total Time minus Scheduled Downtime.

For example: There are 744 total possible hours in a month (Total Time = 744 hours); Contractor plans 1 hour of maintenance per week and there are 31 days in the month (Scheduled Downtime = 4 hours); Contractor experiences 1 hour of Downtime in the month (Downtime = 1 hour). (Sample Availability calculation: 740 hours – 1 hours / 740 hours = 99.87% Availability)

“Business Day” means a day other than Saturday, Sunday, or Contractor holiday.

“Business Hour” means an hour of time when Contractor is open for business.

“Changes”.

- **“Change”** means any addition, upgrade, reduction, deletion, modification, improvement, or adjustment to the terms and conditions of the Agreement or to the Services or Deliverables to be provided under the Agreement or Statement of Work.
- **“Change Order”** means the document used by the Parties to formalize a Change. It will typically be a written instrument executed by the Customer Project Lead and the Contractor Engagement Manager, respectively, in order to give effect to a Change to the Agreement or a Statement of Work.
- **“Change Order Proposal”** means the document used to initiate a Change.

“Confidential Information” means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.

“Cloud” means the Microsoft Azure Cloud Hosting Environment, or such other hosting environment identified in a Statement of Work.

“Contractor Holidays” means New Year's Day, Good Friday, Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, Boxing Day and two mental health days that are undefined (usually in October and May) and such shall be communicated by Contractor to Customer annually when Contractor’s holiday schedules are set for the upcoming year.

“Commencement Date” means the agreed upon date that the Parties begin to perform work under this Agreement or a Statement of Work.

“Core Software” means the following baseline applications without any Customer-specific configuration, migrated Customer Data or documents, or other customization(s) applied: C-Track Enterprise Case Management System, C-Track Enterprise Public Portal, C-Track Enterprise Attendance Tracking, C-Track Enterprise Courtroom Processing applications and the C-Track Reporting Database.

“Court Data” means all digital information, reports, statistical information, court documents, judicial work product, case data, data within databases, Customer database schemas, and electronic files maintained by the Customer that are processed through or otherwise made available for access through the Customer Software Solution, not including the Core Software or Customer Software Solution itself/themselves.

“Customer Software Solution” means the Core Software with Customer-specific configuration, migrated Court Data and documents, and custom interfaces, features, or reports implemented for Customer as such things exist at the time they are delivered to Customer.

“Defect” means a bug, flaw, or fault in the software code or operation of Customer Software Solution that causes it to produce an incorrect or unexpected result, behave in unintended ways, or cause a performance interruption other than how designed.

“Deliverable” means any document or artifact provided by or to be provided by Contractor to the Customer as part of, or otherwise in connection with, the provision of the Services as outlined in the Agreement or a Statement of Work.

“Deploy” or “Deployment” means the implementation of patches, scripts, or Versions into the Customer Software Solution.

“Documentation” means the Core Software Product Manual and all information provided to the Customer regarding the capabilities, operation, and use of the Core Software, whether provided in tangible, written, magnetic or electronic means, material, or magnetic media.

“Fees” means all and any of the applicable fees for Contractor’s provision of the Customer Software Solution, the Services and Deliverables identified in this Agreement,

including Change Orders, or other Statements of Work entered into after the Master Effective Date.

“Force Majeure” means a circumstance beyond the reasonable control of and without the fault or negligence of the party affected, including without limitation: fire; flood; earthquake; elements of nature or acts of God; wars; riots; civil commotions, disturbances, or disorders; revolutions or rebellions; acts of terrorism; strikes; lockouts; governmental actions; blockade; and embargos.

“Gap” means a characteristic or condition about the design of the Core Software that is different from how the Customer would like the Core Software to perform, or a feature or function that the Customer wants in the Core Software that does not exist at all.

“Go Live” means the specific date when the Customer Software Solution is set to Production Use for the first time in the Hosting Environment as outlined in a Statement of Work.

“Hosting Environment” means the Contractor-owned Cloud where the Customer Software Solution is deployed, or such other hosting environment identified in a Statement of Work.

“Incident” means any unplanned interruption of the Services or Customer Software Solution that may result in Downtime or security vulnerability.

“Incident Report” means a reported Incident or vulnerability as described in a Statement of Work.

“Intellectual Property” means (a) processes, methodologies, procedures, and trade secrets, algorithms, APIs, apparatus, circuit designs and assemblies, scripts, databases, data collections, data models, designs, diagrams, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, methods, models, network configurations and architectures, protocols, schematics, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites and domain names; (b) software, tools and machine-readable texts and files; and (c) literary work or other work of authorship, including documentation, reports, manuals, training materials, drawings, charts and graphics.

“Intellectual Property Rights” means all past, present and future rights, which may exist or be created under the Laws of any jurisdiction in the world, available under patent, copyright, trademark, service mark, trade name, configuration, industrial design, trade secret law, other proprietary rights in Intellectual Property or any statutory provision or common law doctrine which may subsist in any part of the world, including exclusive exploitation rights, copyrights, moral rights and mask works and rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the foregoing.

“Long Term Support (LTS) Version” or LTS Version means a version of the Core Software specifically designated for release to the Customer and is therefore maintained and supported by the Contractor for an extended period of time. LTS Versions are subject to Updates in order to maintain the required functionality and technical Service Levels under the Agreement. These Versions are the measurement for the Customer obligation to stay within two (2) LTS Versions of the latest LTS Version that the Contractor offers.

“Master Effective Date” means the last signature date on which Contractor and Customer enter into Agreement.

“Milestone” means an invoiceable event triggered by Customer’s written acceptance of a Work Package.

“New Application(s)” means a new and distinct application added to the Core Software after a Master Effective Date of the Agreement that is beyond the initial scope of a Customer’s requirements and, upon Customer’s request to use the New Application, that Contractor may charge new license and Professional Services fees to deploy into a Customer’s Software Solution.

“Non-Business Hour” means an hour of time when Contractor is not open for business.

“Production Use” or “Production-Use” means the time when a new Version of the Customer Software Solution, Update, New Version, or agreed-upon New Application is put into “live” or production use by Customer.

“Professional Services” means the consulting or other services as specified in an applicable Statement of Work, which includes the tasks Contractor shall perform for the Customer.

“Recovery Point Objective” or “RPO” means the maximum amount of potential data loss in the event of a disaster.

“Recovery Time Objective” or “RTO” means the period of time to fully restore the Services or Software Solution in the case of a disaster.

“Remediation” or “Remediated” means an Incident or Defect has been corrected or an acceptable workaround is implemented so the Customer Software Solution is functioning to meet the functional requirements and/or Service Levels.

“Service Level Agreement” or “SLA” means the agreed upon metrics by which Contractor will deliver services and sets the standards and obligations to be met.

“Software Release” means any software provided by or to be provided by Contractor to the Customer as part of, or otherwise in connection with, the provision of the services as outlined in the Agreement or a Statement of Work or Change Order.

“Support Request” means a reported Incident, Defect, or other issue as described in a Software Support Services SOW.

“Statement of Work” or **“SOW”** means any Attachments forming part of the Agreement as of the Master Effective Date that are identified as such, and any such similar statement of services to be performed by the Contractor entered into by the Parties after the Master Effective Date, that sets out the agreed upon milestones, work packages, Fees, rates, services and Deliverables to be performed or provided to Customer.

“Tier 1 Support” or **“Help Desk Support”** means end user support including but not limited to: end user assistance with using the Customer Software Solution as outlined in a Software Support Agreement or Statement of Work, initial Incident, Defect troubleshooting and triage, and responsibility to submit escalations to Contractor Tier 2 Support.

“Tier 2 Support” means providing Incident Acknowledgement of a Support request, Defect Remediation on a prioritized basis for reported software Incidents or Defects (or other software related issues) that cannot be resolved by Tier 1 Support, and other assistance to designated Customer Users in accordance with software support services.

“Update” means a software release that resolves programming Defects (i.e., software bugs) or software security issues that may impact the software’s operational use.

“Upgrade” means deployment to Customer of a new Version that is not an Update or a patch.

“Version” means an iteration of a software application. Versions are either major (such as a new Long-Term Support (LTS) Version) or minor (such as a hotfix Version to fix a software bug) or patch (such as an emergency bug fix). A new LTS Version has new operational and/or functional improvements, new modules that Customer did not previously procure or are brand new offerings from Contractor to the market and is distinguished from an Update.

“Work Package” or **“WP”** means components such as a software release, Deliverables, and any associated services. These components and their acceptance criteria are defined as Milestones and Deliverables in an Implementation Statement of Work.

ARTICLE II. PURPOSE, LICENSE AND SCOPE OF SERVICES

Section 2.01 License Grant

Conditioned upon payment in full of the initial license fee set forth specifically in this Agreement or an attachment/exhibit thereto in accordance with the GSA Schedule Pricelist,

Contractor hereby grants Customer, for Customer's operations at the Customer Entities/ Locations listed in the first paragraph of this Agreement only, a royalty-free, non-exclusive, and non-assignable, non-transferable perpetual-use license to use and to receive software support services for the Customer Software Solution for the purposes intended under this Agreement.

Customer is also granted, for Customer's operations at the Customer Entities/ Locations listed in the first paragraph of this Agreement only, a limited, non-exclusive, non-transferrable, revocable, royalty-free, worldwide, perpetual license to copy, use, and make derivatives of the Documentation (including training Documentation), provided that such things are only for distribution to Customer's Authorized Users and to such other persons as the Customer and Contractor may agree, and provided that such derivatives exclusively concern the Customer Software Solution for the Customer.

Contractor also hereby grants Customer a limited, non-exclusive, non-transferrable, revocable, royalty-free, worldwide license for the use of the C-Track Data Migration Tool ("DMT") for the limited term or duration of the period of data migration and during the initial implementation of C-Track, as described in an Implementation Statement of Work. Upon the termination or expiration of such period of data migration, Customer shall cease all use of and shall neither possess nor retain the DMT, except as the Parties may expressly agree in writing.

Section 2.02 License Terms of Use

Customer shall not remove any copyright or other proprietary rights notices on any label of disks or other storage media containing the Core Software or Customer Software Solution or in any Documentation.

Notwithstanding any other provision in this Agreement, and without limitation to any other restriction, term or provision of this Agreement, Customer may not:

1. Offer, for a fee or free of charge, services consisting of the processing of court related data through the use of the Customer Software Solution for the benefit of and/or to meet the requirements of any person other than the Customer or such other persons/entities as Customer and Contractor may agree. Customer and Contractor agree that this provision does not restrict Customer from providing the public with access to and use of the C-Track Public Portal for the processing of data for the Customer, providing filers with access to and use of C-Track to electronically file documents with Customer, and charging for such access and use, if such portions are within the definition of scope being provided to Customer under the Agreement.
2. Sell, lease, rent, license, sub-license, transfer, market, distribute, redistribute, or otherwise convey the Core Software, Customer Software Solution or Documentation or any copies of the foregoing, in any manner or in any form not expressly permitted by this Agreement.
3. Use the Customer Software Solution for commercial time-sharing, rental, or service

bureau use.

4. Create derivatives or modifications of the Customer Software Solution; or
5. Use the Core Software, Customer Software Solution, Documentation or any other licensed materials beyond the scope of the license(s) set forth in **Article II (Purpose, License and Scope of Services)** or in violation of any provision of this Agreement.

Section 2.03 License Exclusions.

New Applications added to the Core Software after the Master Effective Date are not included in the license. If the Customer wants to add New Applications to the Customer Software Solution, Customer shall pay additional license, support, and implementation fees for the New Applications. If requested to add the New Applications, the Contractor shall work with the Customer to develop an Implementation Statement of Work for such.

Section 2.04 Services.

In accordance with the payment schedule detailed in an Attachment or applicable Statement of Work in accordance with the GSA Schedule Pricelist, Contractor shall perform the following services for the Customer:

1. Implementation Services

In accordance with a Statement of Work, Contractor shall perform the software implementation services that includes data and document migration, system integration development, software configuration, software customization development, software super user training, and go live support. As part of the services, Contractor shall produce Deliverables as detailed in the Implementation Statement or Work.

2. Managed Cloud Services

In accordance with a Statement of Work, Contractor shall provide the managed services for the Hosting Environment during the Term of this Agreement.

3. Software Support Services

In accordance with a Statement of Work, Contractor shall provide annual support and maintenance of the Customer Software Solution and perform Deployments of Version Updates and Version Upgrades of the Customer Software Solution.

ARTICLE III. TERM OF AGREEMENT

Section 3.01 Term

This Agreement is effective as of the Master Effective Date when all Parties have executed it as reflected in **Article XXII (SIGNATURES)**. The initial term (“**Term**”) of the Agreement shall expire on , except as otherwise provided in the Agreement. This Agreement will automatically renew annually as long as Customer is in good standing with the payment schedule as outlined in an Attachment or Statement of Work and in accordance with the

GSA Schedule Pricelist. Perpetual-use software licenses granted herein shall survive past the termination of this Agreement, as provided in this Agreement. All services shall be completed during the term, except for those indicated in a Statement of Work or Change Order.

The duration of C-Track DMT license expires when the implementation phase is complete, as described in an Implementation Statement of Work, or if this Agreement is otherwise terminated before such time.

ARTICLE IV. ATTACHMENTS, ORDER OF PRECEDENCE AND AMENDMENTS

Section 4.01 Attachments

This Agreement consists of the **Articles I - XXIII**, and any Attachments or Statements of Work which details the payment schedule fees for the software license and annual services; the implementation services including data and document migration, system integration development, software configuration, software customization development, software super user training, and go live support and the fees for the implementation; the cloud management services and SLAs; and the support services from the Contractor to keep the Customer Software Solution operational through Updates and Upgrades.

Section 4.02 Order of Precedence

Any conflicting terms will be resolved by giving precedence to the Attachments in their numerical order and then to the general provisions herein.

Section 4.03 Entirety of Agreement

This Agreement and Attachments, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and contracts, whether written or oral. There are no warranties, conditions, or other representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth to in this Agreement.

Section 4.04 Changes to Agreement

Any changes, modifications, revisions, or amendments to this Agreement or its Attachments, shall be incorporated by a mutually agreed upon Change Order and signed by all Parties. Each Party agrees to consider in good faith any Change Order Proposal of the other Party and shall not unreasonably withhold or delay its approval of any Change Order Proposal.

Section 4.05 Waiver

Except as expressly provided in this Agreement, no amendment of waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of

any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of the Agreement constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any breach of any term or condition in this Agreement be deemed a waiver of any prior or subsequent breach.

ARTICLE V. CORE SOFTWARE FUNCTIONALITY

Section 5.01 Core Software Functionality

As of the Master Effective Date, the Core Software applications provide the following functional components. Configuration of, or access to, these functional components by or for the Customer are defined and detailed in a Statement of Work.

1. Court case management functions to create and maintain court cases from initiation to final disposition, with automated docketing functions to chronicle events in a case, generate notices, and perform other case management processing functions.
2. Case calendaring and scheduling functions to provide the ability to create, read, update, and manage scheduled events.
3. Attendance tracking to track case party attendance at hearings and other court events.
4. Courtroom processing functions for real-time capture of courtroom results and generation of electronic hearing minutes, supplemental orders, and other forms.
5. Electronic filing review functions to allow for Authorized User processing of electronic filings of court documents and cases by Authorized Users and Ancillary Users.
6. Document management functions to store, track and archive case documents in a secure and organized manner so they can be viewed, retrieved, shared, and attached to cases in the system.
7. Reporting functions to allow the data collected in C-Track to be captured and organized to provide a set of out of the box, in-application reports. Statistical or analytical reporting about cases or case activity (such as required for state and national reporting purposes) will be created and maintained by Customer's trained Authorized Users using the C-Track Reporting Database.
8. Administrative functions for local system administration by court Authorized Users. Security, user profiles and accounts, configuration management and other out of the box configuration settings may be managed through C-Track's user interfaces.
9. Public access and electronic filing functions to the public (attorneys, self-represented litigants, and the public) to be able to submit filings to the court, search for cases, case documents and case information that is made available to the public and perform other digital services with the court as defined in a SOW.

ARTICLE VI. ACCEPTANCE CRITERIA

Section 6.01 Acceptance of Software Versions

Each LTS Version and Update shall be deemed accepted by Customer at the earlier of (a) express acceptance, or (b) the elapsing of a specific time period stated in the applicable SOW for such LTS Version or Update, or in the absence of such a time period then ten (10) calendar days after it is delivered to or received by Customer, unless the specific Version is reasonably rejected in writing for non-conformance by Customer with a reasonably specific explanation of the alleged non-conformance and issues for correction.

Section 6.02 Acceptance of Services

Each service shall be deemed accepted by Customer at the earlier of (a) express acceptance, or (b) the elapsing of a specific time period stated in the applicable SOW, or in the absence of such a time period, then ten (10) calendar days after it is performed for the Customer, unless the specific service is reasonably rejected in writing for non-conformance by Customer with a specific explanation of the alleged non-conformance and issues for correction.

Section 6.03 Acceptance of Deliverables

Deliverables are the work products that will be presented to the Customer for acceptance and approval as set forth in a Statement of Work. Deliverables must be accurate and meet the Customer's expectations before considered complete and accepted. The format and content of all associated Deliverables are outlined in a Statement of Work.

Notwithstanding **Sections 7.01 (Acceptance of Software Versions)** and **7.02 (Acceptance of Services)**, each Deliverable shall be deemed accepted by Customer at the earlier of (a) express acceptance, or (b) the elapsing of a specific time period stated in the applicable SOW for such Deliverable, or in the absence of such a time period, then ten (10) calendar days after it is performed for the Customer, unless the specific Deliverable is reasonably rejected in writing for non-conformance by Customer with a specific explanation of the alleged non-conformance and issues for correction.

ARTICLE VII. PAYMENT AND FEES

Section 7.01 Payment and Fees

The Customer agrees to pay the Contractor for the license and services as set forth in **Article II (Purpose, License and Scope of Services)**. Payments will be made within thirty (30) days, upon invoice, according to the schedule set forth in an Attachment or Statement of Work in accordance with the GSA Schedule Pricelist. No payment shall be made for services performed prior to the date upon which the last required signature is affixed to this Agreement. Past due payments may be subject to late fees.

Section 7.02 Managed Cloud Services Fees

For all managed cloud services, beginning the Master Effective Date, Customer shall pay Contractor the annual fee set forth in an Attachment or Statement of Work in accordance with the GSA Schedule Pricelist. Payments will be made each year before the upcoming service year in accordance with the Agreement's payment terms.

Section 7.03 Software Support Services Fees

For the software support services, the Customer shall pay the Contractor the annual fees set forth in an Attachment or Statement of Work in accordance with the GSA Schedule Pricelist. Such fees may alternatively, or duplicatively, be set forth in the Agreement or in other exhibits/attachments to the Agreement.

If the Customer pays Contractor for new custom enhancements or features or other Customer-specific development to add-on to the Customer's installed Version, then Customer agrees to pay additional annual software support fees in the amount of 22% of the fees paid for the development of the enhancements. Such additional annual Software Support fees shall be due before Production Use of the enhancement. If the enhancement is put into Production Use during a calendar year where the annual fee has already been paid, the additional amount shall be prorated by month. The support fee for the subsequent support period shall be the total increased amount and shall be due upon the usual schedule.

Section 7.04 Transactional Fees

In the event any transactional fees are to be collected as part of the Customer Software Solution scope for electronic filing delivery, content purchases from the C-Track Public Portal, or any other defined transactional fees, such shall be listed in an Attachment or Statement of Work in accordance with the GSA Schedule. Transactional fees will be invoiced to the Customer monthly.

Section 7.05 Annual Increases

All fees are subject to 5% annual increases.

Section 7.06 Taxes

The fees referred to in this Article do not include any taxes.

Section 7.07 Failure to Pay

If Customer fails to pay any fees due under this Agreement, then Customer will not receive any Updates to their LTS Version, Contractor will have no obligation to provide any software support services and Customer will not receive managed cloud services from Contractor.

ARTICLE VIII. GOVERNANCE AND CHANGE CONTROL

Section 8.01 Governance Structure

To manage their relationship and responsibilities under each SOW,

1. the Parties will implement and maintain the governance structure described in any applicable SOW, in accordance with such SOW; and
2. if a SOW contemplates a governance structure but does not describe it, the Parties will establish a governance structure for each applicable SOW and then implement and maintain it.

Section 8.02 Change Control

1. Costs and Expenses.

Unless otherwise agreed in writing, any processes or steps undertaken by Customer or Contractor or their respective agents or subcontractors in anticipation of a proposed Change being agreed shall, subject to the other terms of this Agreement, be undertaken with each party bearing its own costs related to such process or steps.

2. Changes.

Either Party may, from time to time, propose a Change by providing the other Party with a Change Order Proposal outlining the proposal for a Change.

a. Where Contractor receives a Change Order Proposal from Customer:

- i. in respect of any Change Order Proposal from Customer that requires Contractor to provide a cost estimate, Contractor shall, as soon as practicable but in any event no later than thirty-one (31) days of receipt of such Change Order Proposal (or such longer period of time as the Parties may agree to taking into consideration the complexity of the Change requested); and
- ii. in respect of all other Change Order Proposal, Contractor shall, as soon as practicable but in any event no later than thirty-one (31) days after receipt of such Change Order Proposal,

and Contractor shall provide a written response indicating any costs (an additional amount or costs savings) of the Change and the impact, if any, the Change has on Contractor's ability to meet its obligations under this Agreement or a Statement of Work, as applicable.

- b. Where Customer receives a Change Order Proposal from Contractor, Customer may, at its sole discretion, provide a written response to Contractor indicating the impact, if any, the Change has on Customer's

ability to meet its obligations under this Agreement or a Statement of Work.

- c. The Parties may enter into negotiations in connection with any Change contemplated by a Change Order Proposal, and, if the Parties come to a mutual agreement, such agreement shall be recorded in a Change Order. A Change Order will not be effective unless approved by both the Contractor and Customer.
- d. The Parties shall not take any steps to Change the scope of supply or the services or the obligations in a Statement of Work without a fully executed Change Order.

3. Amendments to Services.

Notwithstanding the procedures set out in this **Section 9.02 (Change Control)**, each of the Parties acknowledges that it will be responsive to discuss Changes and will consider in good faith the other Party's reasonable wishes in performing its respective obligations.

ARTICLE IX. PERSONNEL

Section 9.01 Control

Contractor has or shall retain such personnel as it may need to perform the services required by this Agreement. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder.

Section 9.02 Replacement, Qualifications and Retention of Personnel.

Upon the Customer's request for any lawful reason, Contractor shall remove any of Contractor's individual personnel from the Customer's account. Such removal and replacement shall be effective within a reasonable period of time after Contractor's receipt of written notice from the Customer, unless relating to a security, reputational or high-risk issue, in which case the removal and replacement shall be immediate. If any personnel are replaced, the replacement individual shall be at least of the same level and experience as the individual being replaced.

ARTICLE X. SUBCONTRACTORS

Section 10.01 Permitted Subcontractors

Services specified by this Agreement shall not be subcontracted to a third party by Contractor, without prior written approval of the Customer (any such approved third party, including any subcontractor of a Contractor subcontractor, a "**Permitted Subcontractor**").

Permitted Subcontractors shall benefit from Contractors rights and remedies under the Agreement. Except for Permitted Subcontractors, no other third parties have any rights or remedies under the Agreement.

Section 10.02 Subcontracts

Approval by the Customer of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by the Customer shall not relieve Contractor of its obligations under this Agreement. All subcontracts shall adhere to all applicable provisions of this Agreement.

ARTICLE XI. DISPUTE RESOLUTION

Section 11.01 Good Faith Negotiation

At the option of the Parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the Persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

Section 11.02 Mediation

If the matter is not resolved by negotiation in accordance with **Section 11.01 (Good Faith Negotiation)** within thirty (30) days, or, alternatively, if the Parties elect to proceed directly to non-binding mediation, then the matter will proceed to non-binding mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement may be submitted to a mediator selected by the Parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. Any such proceedings held pursuant to this provision shall be governed in accordance with **Section 21.01 (Applicable Law/Venue)**. Each Party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees, subject to the other provisions of the Agreement.

Section 11.03 Continuity of Services

Each Party agrees to continue to perform its obligations while any dispute is being resolved, without limiting either Party's rights set forth in this Agreement to terminate this Agreement.

ARTICLE XII. CONFIDENTIALITY

Section 12.01 Confidentiality

The Customer acknowledges that the Core Software source code, services, and the terms of this Agreement (subject to Section 13.02 below) constitute valuable confidential information of Contractor. Contractor acknowledges that information that it may obtain concerning Court Data and the business and affairs of the Customer while performing its obligation under this Agreement constitutes valuable information of the Customer (collectively the “**Confidential Information**”). Each Party to whom Confidential Information of the other Party has been disclosed (the “**Disclosee**”) will therefore:

1. take reasonable steps (including those steps that the Disclosee takes to protect its own information that it regards as confidential) to keep the Confidential Information confidential; and
2. not disclose or otherwise make available the Confidential Information of the other Party to any third party except to such directors, officers, employees, and agents of the Disclosee who have a need to have access to the Confidential Information of the other Party to perform their obligations to the other Party under this Agreement.

Section 12.02 Exceptions

This Article XIII (Confidentiality) will not apply to Confidential Information that:

1. is in the public domain other than as a consequence of a breach of the obligations contained in this Agreement to maintain the confidentiality of such Confidential Information,
2. is known by the Disclosee prior to its disclosure to the Disclosee hereunder or is independently developed by the Disclosee without breach of the obligations contained in this Agreement, or
3. has been received by the Disclosee from a third party who is not subject to obligations similar to the obligations contained in this Agreement.

Section 12.03 Permission to Disclose

Each Disclosee may make disclosure of Confidential Information in conjunction with a bona fide proposal to make an assignment pursuant to **Section 21.03 (Assignment/ Agreement Not Used as Collateral)** provided that the proposed assignee agrees in writing to be bound by the obligations of the proposed assignor under this **Article XII (CONFIDENTIALITY)**.

In the event that Disclosee or any other person referred to in **Section 12.01(Confidentiality)** to whom the Confidential Information is provided as permitted by this Agreement receives notice indicating that it may or will be legally compelled to disclose any of the Confidential Information, it will provide the other Party with prompt notice so that such other Party may at its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or

other remedy is not obtained for whatever reason, or that such other Party waives compliance with the provisions of this Agreement, such compelled Disclosee will furnish only that portion of the Confidential Information in respect of which he, she, or it is advised by written opinion of his, her or its counsel that he, she or it is legally required to disclose. Provided that Disclosee complies with the foregoing sentences, then its legally compelled disclosure shall not be a violation of this Agreement. Nothing in this Agreement shall prevent disclosure of Confidential Information where such disclosure is required by law, including but not limited to the Freedom of Information Act 2000 and other applicable laws of England and Wales.

Section 12.04 Independent Provision

The foregoing agreements and covenants set forth in this **Article XII (CONFIDENTIALITY)** will be construed as being an agreement independent of any other provisions in this Agreement. The existence of any claim or cause of action of either Party against the other Party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by such other Party of any of the covenants and agreements of this **Article XII (CONFIDENTIALITY)**. Each of the Parties acknowledges that its failure to comply with the provisions of this **Article XII (CONFIDENTIALITY)** will cause irreparable harm to the other Party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present, or continuing breach of **Article XII (CONFIDENTIALITY)**.

ARTICLE XIII. INTELLECTUAL PROPERTY

Section 13.01 Recognition of Contractor's Intellectual Property Rights

The Customer acknowledges that it will not acquire any Intellectual Property Rights including without limitation patent, copyright, or rights to trade secrets in the Core Software, Customer Software Solution, Documentation, DMT, Updates, Upgrades, Deliverables, or Versions, or any derivatives or enhancements thereof. The Customer agrees that it will not, at any time during or after the term of the Agreement, contest, or challenge Contractor's exclusive ownership of, or interest in the Intellectual Property Rights in the Core Software, Customer Software Solution, Documentation, DMT, Updates, Upgrades, Deliverables, or Versions, or any derivatives or enhancements thereof. Title to the medium containing the Core Software, Customer Software Solution, DMT, Versions and Updates delivered to the Customer shall remain with Contractor.

ARTICLE XIV. PROPERTY RIGHT INFRINGEMENT

Section 14.01 Indemnification

Contractor, at its expense, shall have the right to intervene to defend, indemnify, and save

Customer harmless from and against any third party claims against Customer that (a) any Core Software Versions supplied hereunder, or Customer's use of the Versions within the terms of this Agreement, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide, and (b) Contractor's gross negligence or intentionally tortious acts causing bodily injury to persons or physical damage to real property. Contractor shall pay all costs of such defense and any penalties, costs, damages, and attorneys' fees awarded by a court or incurred by Customer provided that Customer:

1. Promptly notifies Contractor in writing of the claim, but Customer's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor, and
2. Cooperates with Contractor and provides Contractor sole control of the defense and all related settlement negotiations.

Section 14.02 Contractor's Rights to Remedy

If such claim has occurred, or in Contractor's opinion is likely to occur, Customer agrees to permit Contractor, at its option and expense, either to procure for Customer the right to continue using the Core Software and Customer Software Solution to replace or modify the same so that they become non-infringing and functionally equivalent.

Section 14.03 Exclusions

Notwithstanding any other provision of this Agreement, Contractor has no liability for any claim of infringement or other Intellectual Property Rights violation arising solely from:

1. Contractor's compliance with any designs, specifications, or instructions of Customer;
2. Modification of the Core Software or Customer Software Solution by Customer or a third party; or
3. Use of the Core Software or Customer Software Solution in a way not specified by Contractor.

ARTICLE XV. SYSTEM FAILURE OR DAMAGE

Section 15.01 Contractor Obligations to Restore

In the event of system failure or damage caused by services performed by Contractor, Contractor agrees to use its reasonable efforts, consistent with the applicable SLA, to restore the system to operational capacity. System failure or damage for purposes of this Agreement shall mean the inability, due to the Contractor's actions or the Customer Software Solution themselves, of any device using the Customer Software Solution provided by the Contractor pursuant to the terms of this Agreement, to operate properly and, because of its failure to operate properly, critical government functions are unable to be performed.

Section 15.02 Disaster Recovery/Business Continuity

Contactors shall maintain and implement commercially reasonable disaster recovery/business continuity plans (each, a **BCP**) as defined at <https://www.thomsonreuters.com/en/resources/thomson-reuters-procurement-guide.html>.

Section 15.03 PCI

If Contractor processes, transmits, stores, or affects the security of credit/debit cardholder data, the Contractor must adhere to the Payment Card Industry Self-Assessment Questionnaire (PCI SAQ D (self-certified)) and the Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the Customer or for other uses specifically authorized by Law.

ARTICLE XVI. TERMINATION

Section 16.01 Notice of Termination for Convenience

Upon 180 days written notice to the Contractor, the Customer may, at its discretion, terminate this Agreement at any time and for any reason.

Section 16.02 Effect of Termination of Agreement

The termination of this Agreement will automatically result in the termination of all Statements of Work issued under this Agreement.

Any termination notice shall not relieve the Contractor of the obligation to return any and all documents and data provided or generated as a result of this Agreement, including but not limited to any works in progress for which the Customer has rendered payment. In the event of the expiration or termination of the Agreement, Contractor shall, at no charge to the Customer, implement a one-time, orderly return of all or any Court Data in a usable format determined by the Contractor along with a data dictionary in a timeframe mutually agreed upon by the Customer and the Contractor.

Section 16.03 Fees Due to Contractor at Termination

Without limitation to Contractor's rights, if the Customer terminates for convenience, Customer will be responsible for payment of: (a) any services or Deliverables in progress or complete but not invoiced, (b) Upgrade Subscription Fees, (c) software support services Fees, (d) managed services Fees and cloud hosting Fees set forth in an applicable Attachment or Statement of Work in accordance with the GSA Schedule necessary to keep the Customer Software Solution operational until a Transition Out Services Statement of Work is agreed upon, as well as (e) applicable termination Fees and (f) Fees for all transition out services in accordance with **Article XVII (TRANSITION OUT SERVICES)** of this Agreement.

Section 16.04 Exceptions

Customer may terminate the Agreement without penalty, termination Fees, or incurring additional liability to Contractor in the event of any of the following:

1. Any breach of this Agreement by Contractor that is not cured within ninety (90) days (or mutually agreeable timeframe) of the Customer's giving notice of breach to the Contractor.
2. Commencement of any insolvency proceedings, including administration, liquidation or receivership, under the laws of England and Wales.
3. Material misrepresentation or falsification of any information provided by the Contractor in the course of any dealing between the Customer and the Contractor or between the Contractor and any governmental agency, including information provided in Contractor's Proposal.

Section 16.05 Rights of Contractor

Contractor may terminate this Agreement or a Statement of Work by notice in writing to the Customer if any of the following occur:

1. Customer breaches any material term of this Agreement.
2. Customer fails to timely pay fees due in accordance with this Agreement.
3. Customer makes any attempt to assign, or otherwise transfer any of its rights under this Agreement, except as may be allowed by **Section 21.03 (Assignment/ Agreement Not Used as Collateral)**; or
4. Customer commences to or carries on a business which includes the development, maintenance or licensing of computer solutions or software, whether or not developed by it, which is capable of a similar use to the Core Software or Customer Software Solution.

Section 16.06 Effect of Termination

Upon termination, Customer's obligations under **Article XII (CONFIDENTIALITY)** shall survive the termination, and any and all Customer rights to receive any software support services shall immediately cease. Termination shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve the Customer from its obligation to pay Fees accrued prior to the termination.

ARTICLE XVII. TRANSITION OUT SERVICES

Section 17.01 Transition Out Services Statement of Work

Upon receipt of a notice of termination from Customer, Contractor will, on a time and materials basis at the then current hourly rate listed in an Attachment or Statement of Work in accordance with the GSA Schedule, produce a Transition Out Services Statement of Work

detailing the transition out assistance services and fees. The Transition Out Services Statement of Work shall be governed by the terms of this Agreement as applicable.

ARTICLE XVIII. INSURANCE

Section 18.01 Proof of Insurance

Upon request, Contractor shall provide to the Customer proof of employees' coverage for all its employees who are to work on the project described in this Agreement.

ARTICLE XIX. COURT DATA

Section 19.01 Property of Customer

All Court Data, including documents, reports, records, court documents, judicial work product, case data, field notes, data, samples, specimens, and materials of any kind created and resulting from performance of this Agreement (but excluding Core Software, Customer Software Solution, Documentation, and all enhancements or modifications of the same), are at all times the property of the Customer. Customer acknowledges that a purpose of Customer Software Solution is to provide a way to process and store Court Data. The Parties further agree:

1. All ownership and rights to Court Data shall remain exclusively with Customer. Subject to **Section 14.01 (Recognition of Contractor's Intellectual Property Rights)** and **Section 3.01 (License Grant)**, Customer shall also retain all ownership and rights to workflows or training materials (but not Contractor Documentation) developed by Customer for use by the Customer. The inclusion of any of Contractor's Intellectual Property Rights (e.g., screenshots) within Customer's workflows or training materials, and manuals shall not confer to Customer any ownership of any of Contractor's Intellectual Property Rights, and such inclusion is subject to **Section 3.01 (License Grant)**.
2. As between Customer and Contractor, Customer exclusively owns all rights, title, and interest in Court Data.
3. Without limiting the generality of the foregoing, Contractor shall not use Court Data for any purpose other than performing Contractor's obligations under the Agreement and shall limit access to and disclosure of Court Data to Contractor personnel who require access to perform Contractor obligations under the Agreement. Customer grants Contractor permission to access, copy and use Court Data, as well as any Intellectual Property and Intellectual Property Rights owned by Customer, only for the purpose of, and to the extent necessary for, performing Contractor's obligations under the Agreement.

4. Contractor shall not distribute, make available or otherwise disclose Court Data or any part of it to any third party for any reason, unless specifically instructed or permitted by Customer or as otherwise expressly required by applicable laws.
5. Throughout the Term, the time period for any transition out services, and at all times in connection with its actual or required performance of the services, the Contractor shall maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the Customer's Confidential Information that are based on NIST 800-53 and ISO 27001 policies and the current Microsoft Azure policies found at <https://learn.microsoft.com/en-us/compliance>.

ARTICLE XX. ARTICLE XI CONFIDENTIALITY REPRESENTATIONS, WARRANTIES; LIMITATION OF LIABILITY

Section 20.01 Representations and Warranties of Contractor; Limitations of Liability

1. Contractor represents and warrants that it will provide services in a professional and efficient manner and in accordance with applicable legal requirements and recognized standards and practices employed in the industry for similar services.
2. IN THE EVENT OF A WARRANTY CLAIM MADE UNDER THIS AGREEMENT, CONTRACTOR'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE THE ALLEGEDLY DEFECTIVE PORTION OF THE RELEASES AS PART OF THE SOFTWARE SUPPORT SERVICES.
3. EXCEPT AS PROVIDED OTHERWISE, THE SOFTWARE SUPPORT SERVICES AND CORE SOFTWARE (INCLUDING WITHOUT LIMITATION, ALL RELEASES AND VERSIONS) ARE PROVIDED TO THE CUSTOMER "AS IS" AND CONTRACTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, WITH RESPECT TO THE SOFTWARE SUPPORT SERVICES OR THE CORE SOFTWARE (INCLUDING WITHOUT LIMITATION, RELEASES).
4. EXCEPT AS PROVIDED OTHERWISE, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE SUPPORT SERVICES AND THE CORE SOFTWARE (INCLUDING RELEASES).
5. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY STATUTE OR RULE OF LAW TO THE CONTRARY, CONTRACTOR'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CORE SOFTWARE, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE LICENSE, USE OR IMPROPER FUNCTIONING OF THE RELEASES AND/OR THE SUPPORT SERVICES SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE**

FEES PAID BY THE CUSTOMER TO CONTRACTOR FOR SUPPORT SERVICES WITHIN THE ONE (1) YEAR PRIOR TO THE ASSERTION OF A CLAIM.

6. TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR ANY EXPRESS WARRANTY OBLIGATION(S) SET FORTH IN THIS AGREEMENT, IF ANY, CONTRACTOR WILL NOT BE LIABLE FOR ANY INDIRECT, DIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY THIRD PARTY CLAIMS AGAINST THE CUSTOMER AND/OR CONTRACTOR, OR OF THE CUSTOMER, THAT ARISES IN PART OR IN WHOLE FROM ANY OF: ANY THIRD PARTY'S USE (PROPER, IMPROPER OR OTHER) OF OR ACTIVITIES CONCERNING CORE SOFTWARE OR CUSTOMER SOFTWARE SOLUTION, THE CUSTOMER'S USE OF CUSTOMER SOFTWARE SOLUTION, USER OR OPERATOR ERRORS ASSOCIATED WITH CORE SOFTWARE OR CUSTOMER SOFTWARE SOLUTION, USER OR OPERATOR USE (ERRONEOUS OR NOT) OF THE CUSTOMER SOFTWARE SOLUTION, ALLEGED OR ACTUAL DISCLOSURE OF INFORMATION THROUGH THE CUSTOMER SOFTWARE SOLUTION, OR THE DOCUMENTATION OR INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES, EXPENSES, DAMAGES FOR ALLEGED LOSS OF PROFITS OR REVENUE, DAMAGES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION, PUNITIVE DAMAGES, EXCEPTIONAL DAMAGES, LOSS OF OPPORTUNITY, OR FAILURE TO REALIZE EXPECTED OR ANY SAVINGS, HOWEVER DERIVED. CUSTOMER FURTHER ACKNOWLEDGES THAT CONTRACTOR HAS NO CONTROL OVER THE PRECISE INFORMATION OR DATA SENT OR ELECTRONICALLY TRANSMITTED BY USERS OR OPERATORS OF THE CUSTOMER SOFTWARE SOLUTION, AND ALSO THAT ALL SOFTWARE AND SOLUTIONS, AND PARTICULARLY THOSE HAVING A PUBLIC ACCESS COMPONENT, ARE SUBJECT TO INTENTIONAL OR UNINTENTIONAL DESTRUCTION, INVASION OR MALFEASANCE BY HACKERS AND OTHERS, SOLUTION DOWNTIME, TECHNICAL DIFFICULTIES OR SLOWNESS DUE TO DATA FLOW ISSUES CAUSED BY CIRCUMSTANCES OUTSIDE THE CONTROL OF CONTRACTOR, AS WELL AS USER OR OPERATOR ERROR OR UNINTENDED CONSEQUENCES RESULTING FROM THE ACTIONS OF USERS, OPERATORS, THE CUSTOMER OR ITS EMPLOYEES, AND CUSTOMER AGREES THAT CONTRACTOR SHALL HAVE NO LIABILITY FOR ANY HARM OR DAMAGES ARISING THEREFROM. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT THE CORE SOFTWARE AND CUSTOMER SOFTWARE SOLUTION SHALL CARRY AND DISPLAY, AT CONTRACTOR'S REQUEST OR DIRECTION, MUTUALLY ACCEPTABLE NOTICES, WARNINGS AND DISCLAIMERS TO USERS OF THE CUSTOMER SOFTWARE SOLUTION. CUSTOMER FURTHER AGREES THAT CONTRACTOR SHALL HAVE NO LIABILITY FOR ANY ERRORS RESULTING, IN PART OR IN WHOLE FROM THE ACTIONS, OMISSIONS, PROGRAMMING, CODING OR WIRING OF OTHERS, INCLUDING WITHOUT LIMITATION, (I) ERRORS IN SENDING, RECEIVING, TRANSMITTING, PROCESSING, ACKNOWLEDGING AND ELECTRONICALLY TRANSMITTING INFORMATION, (II) DELAYS IN TRANSMISSION, PROCESSING AND ACKNOWLEDGING INFORMATION, (III) ERRORS IN COMPUTATIONS, SYNCHRONIZATION, BILLING, DISCLOSING AND RELEASING INFORMATION, AND (IV) VIOLATIONS OF APPLICABLE LAWS, REGULATIONS AND STANDARDS.

THIS **Section 20.01 (REPRESENTATIONS AND WARRANTIES OF CONTRACTOR;**

LIMITATIONS OF LIABILITY) APPLIES REGARDLESS OF THE BASIS ON WHICH THE CUSTOMER IS ENTITLED TO CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR TORT, EVEN IF THE DAMAGES ARE CAUSED BY BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH), OR BY THE NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER FAULT OF CONTRACTOR, AND EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

ARTICLE XXI. GENERAL PROVISIONS

Section 21.01 Applicable Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising under or in connection with this Agreement.

Section 21.02 Appropriation of Funds

All obligations of the Customer under this Agreement are subject to the availability of funds lawfully allocated for the purpose, in accordance with the laws of England and Wales.

Section 21.03 Assignment/ Agreement Not Used as Collateral

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other Party, except that the Contractor may transfer its rights and obligations under this Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction, so long as the key personnel on the Contractor's team remain substantially the same prior to acceptance of the Customer Software Solution or Deliverables. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer. Any agreement by a Party to an assignment of any portion of the Agreement shall not constitute a waiver by such Party of the requirement that it consent in writing prior to any subsequent assignments. Any purported assignment in violation of this Agreement is void, so long as it is objected to by the other party within 30 days of learning of the assignment. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

Section 21.04 Audit

The Contractor and its subcontractors will maintain records related to the performance of the Agreement or subcontract and necessary to support amounts charged to the Customer in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. The Contractor shall keep and maintain until six (6) years after the date of this Agreement, or as long a period as may be agreed with the Customer, full and accurate records of the services, fees and costs, and shall allow the Customer or its

auditors access to such records upon reasonable notice. Customer shall have a right to audit such records supporting amounts charged and paid, upon reasonable request and no less than thirty (30) Business Days' prior written notice, during Contract's normal business hours, no more frequently than once per year during the Term and for a period of six (6) months following the end of the period during which transition out services, if any, are provided. If any audit indicates overpayment by the Customer, the Contractor will immediately remit all amounts that may be due to Customer. Failure of the Contractor or its subcontractors to maintain the records required by this **Section 21.04** will establish a presumption in favor of the Customer for the recovery of any funds to the Customer under the specific contract or portion of contract for which adequate records are not available to support the purported disbursement.

Section 21.05 Background Checks

Contractor's background checks may include identification verification, criminal background information, global terror/sanctions checks and education verification. Contractor performs pre-employment background checks for all employees and can attest to those individuals being checked.

Section 21.06 Compliance with Law

The Contractor shall comply with all applicable laws and regulations of England and Wales. The parties agree that the terms of the Data Processing Addendum available at: <http://tr.com/data-processing-addendum> ("DPA") shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. When the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Retained Regulation (EU) 2016/679 and the Data Protection Act 2018(UK GDPR) applies to Thomson Reuters' processing of Customer Personal Data, the subject matter, nature, purpose, types and categories of Customer Personal Data Processed and duration of Thomson Reuters' Processing is set out, in respect of a service (where applicable) in product information made available by Thomson Reuters from time to time at www.tr.com/privacy-information.

The Contractor acknowledges that the Customer is subject to the Freedom of Information Act 2000 and may be obliged to disclose information, including this Agreement, upon request. The Contractor will assist the Customer in complying with these obligations where necessary.

The Contractor shall comply with the Bribery Act 2010 and shall maintain appropriate policies and procedures to prevent bribery and corruption.

The Contractor shall comply with the Modern Slavery Act 2015 and takes reasonable steps to ensure that there is no slavery or human trafficking in its business or supply chains.

The Contractor shall make commercially reasonable efforts to make the C-Track Public

Portal meet the technical requirements for accessibility compliant with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.

The Contractor warrants that it is not in breach of any of the mandatory or discretionary grounds for exclusion under the Public Contracts Regulations 2015.

Section 21.07 Confidentiality and Publicity

All documents, data compilations, reports, computer programs, photographs, and any other work performed or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the Customer for its release. Any publicity given to the program or services performed herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Customer as the sponsoring Customer and shall not be released without prior written approval from the Customer.

Section 21.08 Consent to Electronic Communications

Customer hereby consent to receiving electronic communications from Contractor. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

Section 21.09 Cooperation Between Parties

The Contractor and its staff will have an ongoing relationship with the Customer that is based on trust, confidentiality, objectivity, and integrity. The Contractor will operate at all times in the Customer's best interests and in a straightforward, trustworthy and professional manner. The Contractor shall:

1. Work cooperatively with the Customer's staff and business partners whenever required.
2. Work cooperatively with the staff of other vendors whenever required.

Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the Agreement by the Contractor without consultation of the Customer.

Section 21.10 Counterparts

This Agreement, any Change Orders, amendments or other agreements signed by the Parties related to this Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. This Agreement may be electronically signed by any Party, including through an electronic signature service.

Section 21.11 Discrimination and Harassment.

Contractor agrees to comply with applicable laws that prohibit discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex, or genetic information in work performed pursuant to this Agreement.

Section 21.12 Drug Free Workplace

Contractor agrees to comply with all applicable laws requiring a drug and alcohol-free workplace, in the work performed pursuant to this Agreement.

Section 21.13 Force Majeure

If, by reason of Force Majeure, either Party hereto (the “**Frustrated Party**”) is delayed or unable, in whole or in part, to perform or comply with any obligation or condition of this Agreement, then it will be relieved of liability and will suffer no prejudice for failing to perform or comply or for delaying such performance or compliance during the continuance and the extent of the inability so caused from and after the happening of the event of Force Majeure. The Frustrated Party will give prompt notice of the Force Majeure and the cessation of Force Majeure.

Section 21.14 Headings

The inclusion of headings in this Agreement or Attachment is for convenience of reference only and shall not affect its construction or interpretation.

Section 21.15 Independent Contractor

The Contractor shall function as an independent Contractor for the purposes of this Agreement and shall not be considered an employee of the Customer for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents and/or employees to function as an agent or representative for or on behalf of the Customer, or to incur any obligation of any kind on the behalf of the Customer. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Customer employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Agreement. Contractor, its agents, subcontractors, and employees will not be considered to be agents, distributors, or representatives of Customer. Further, neither the Contractor nor any employees of the Contractor will be entitled to participate in any retirement or pension plan, group insurance program, or other program designed to benefit employees of the Customer.

Section 21.16 Kickbacks

The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, gifts, or other considerations

made contingent upon the award of this Agreement to the Customer. If the Contractor breaches or violates this warranty, the Customer may, at its discretion, terminate this Agreement without liability to the Customer, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

Section 21.17 Language

The Parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language.

Section 21.18 Notices

All notices arising out of, or from, the provisions of this Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address provided under this Agreement between the Parties (or such other more recent address notified to the other).

Section 21.19 Severability

If any immaterial provisions of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion shall in no way affect or impair the validity or the enforceability of the remaining provisions. The Parties may renegotiate the severed provision.

Section 21.20 Immunity

Nothing in this Agreement shall prejudice or affect any rights, immunities or privileges to which the Customer may be entitled by virtue of the Crown Proceedings Act 1947 or otherwise under the laws of England and Wales.

Section 21.21 Time of Essence

Time is of the essence of this Agreement.

Section 21.22 Taxes

1. The Contractor shall pay all taxes and other such amounts required by applicable laws
2. All sums payable under this Agreement, unless otherwise stated, are exclusive of value added tax ('VAT'). If any VAT is properly chargeable on any supply made under this Agreement, the Customer shall pay the VAT in addition to the agreed consideration upon receipt of the Contractor's valid VAT invoice.

ARTICLE XXII. SIGNATURES

By signing this Agreement, the Parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it.,

This Agreement is not binding on either Party until signed by all Parties.

SIGNATURES:

FOR THE CUSTOMER:

_____ BY (<i>signature</i>)	_____ TITLE
_____ NAME (<i>print</i>)	_____ DATE

FOR THE CONTRACTOR:

_____ BY (<i>signature</i>)	_____ TITLE
_____ NAME (<i>print</i>)	_____ DATE