

0150-13103-0000

TRANSMITTAL

TO
The City Council
The City Attorney

DATE
04/06/2026

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

Proposed contract with Thomson Reuters, West Publishing Corporation for tax audit case selection and case management system services.

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached City Administrative Officer report.



MAYOR
(Mitch Kamin for)

MWS:LRR:05260067

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 03-12-26	C.D. No. ALL	CAO File No.: 0150-13103-0000				
Contracting Department/Bureau: Office of Finance		Contact: Ricardo Estrada (213) 648-8713					
Reference: Transmittal from the Office of Finance dated October 15, 2025. Transmitted from the Mayor on October 16, 2025.							
Purpose of Contract: To provide tax audit case selection and management system services.							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Three-years, with one two-year option to extend					
Contract/Amendment Amount: Proposed amount: \$ 2,894,039 + Prior award(s): \$ 0 = Total: \$ 2,894,039							
Source of funds: Fund 100, Dept. 39, Account No. 003040 – Contractual Services							
Name of Contractor: Thomson Reuters, West Publishing Corporation							
Address: 2900 Ames Crossing Road, Suite 100, Eagan, MN 55121							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 53%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council approve and authorize the Director of the Office of Finance, or designee, to execute the proposed contract with Thomson Reuters, West Publishing Corporation, to provide tax audit case selection and management system services for the Audit Division. The term of the proposed contract is three years, with one two-year option to extend, for a total of five years. The maximum allowable compensation shall not exceed \$2,894,039, subject to the review and approval by the City Attorney as to form.

SUMMARY

In accordance with Executive Directive No. 3, the Office of Finance (Department) requests approval to execute a contract with Thomson Reuters, West Publishing Corporation (Contractor) for tax audit case selection and management system services for a three-year term, with one two-year option to extend for a cumulative term of five years and a maximum allowable compensation of \$2,894,039.

On July 30, 2024, the Department issued a Request for Proposals (RFP) seeking bids from a qualified firm offering tax audit case selection and management system services. The Department received two bids by the October 3, 2024 deadline. An Evaluation Panel, consisting of staff from the Department's

<i>LaTanya Roux</i>	<i>Ylenda Chavez</i>		
LRR	Analyst	05260067	<i>for</i> City Administrative Officer

Audit Division and the Specialized Tax, Appeals and Resources Division, reviewed and evaluated each proposal based on the following criteria:

- Experience and technical expertise (25 points);
- Software functions, capabilities, data management and security (30 points);
- System interface, reporting, and user experience flexibility (20 points);
- Value offered relative to cost of services and professional capabilities and experience (15 points); and,
- Technical assistance and staff training (10 points)

The estimated cost of the contract in the first year is \$536,760, which will be partially funded by the Department’s 2025-26 Contractual Services Account and the balance from the base budget in the next fiscal year. The contracted services will increase the effectiveness of the audit selection process with a goal of increasing the number of productive audits and the average recovery per audit. The complete scope of work is outlined in Appendix A of the contract.

The estimated monthly and annual contract cost is as follows:

Contract Year	Monthly Cost	Annual Cost
Year 1	\$ 44,730	\$ 536,760
Year 2	46,966	563,594
Year 3	49,315	591,777
Year 4	48,858	586,296
Year 5	51,301	615,612
	Total	\$ 2,894,039

The Personnel Department determined that several City classifications can perform the work of developing a program that allows for case creation, tracking, and management; however, the fraud detection capabilities exceed staffing expertise to perform the work. In accordance with Charter Section 1022, this Office found that the services set forth in the proposed contract can be performed more feasibly by an independent contractor rather than by City employees, as there is insufficient expertise to perform the work and the project is of limited duration, which would result in layoff of staff at the end of the project. A Notice of Intent to Contract was sent to the Employee Relations Division on May 9, 2024.

In accordance with Los Angeles Administrative Code Section 10.5(b)(2), City Council approval of the proposed contract is required as the cumulative term exceeds three years and annual compensation of \$200,130.

FISCAL IMPACT STATEMENT

Partial funding in the amount of \$124,000 for the first year has been set aside in the Department’s Contractual Services Account (line item 30). The balance of funding for the first year and subsequent years is subject to approval by the Mayor and Council through the annual budget process. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that current and future expenditures are limited to the appropriation of funds in the budget.

MWS:LRR:05260067

Attachment

DIANA MANGIOGLU
CITY TREASURER
DIRECTOR of FINANCE

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 220 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.gov>

October 15, 2025

The Honorable Karen Bass, Mayor
City of Los Angeles
200 North Spring Street
Room 303, City Hall

Attention: Legislative Coordinator

RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A CONTRACT WITH WEST PUBLISHING CORPORATION, DBA WEST, A THOMSON REUTERS BUSINESS FOR TAX AUDIT CASE SELECTION AND MANAGEMENT SYSTEM SERVICES

In accordance with Mayor's Executive Directive No. 3, the Office of Finance (Finance) requests approval to execute an agreement with, West Publishing Corporation, dba West, a Thomson Reuters business ("West") for Tax Audit Case Selection and Management system services.

The Agreement will provide Finance the use of West's Fraud Detect and Case Tracking solution, which will provide the City with a comprehensive and customizable view of information, alerts, and transactions for every business or individual tax filer. Advanced analytics and an intuitive interface will provide Finance with the ability to streamline audits and improve efficiency. West's investigative case management solution will provide the ability to track and report on case data on a monthly, quarterly, and yearly basis. Both solutions can help Finance manage its tax audit operations more efficiently.

The initial term of this agreement is for three (3) years, with one (1) optional 2-year extension. The fees assessed by the contract are based on monthly recurring subscription costs.

BACKGROUND

Pursuant to the City Charter, the Office of Finance (Finance) is the tax collector for the City and is responsible for collecting and enforcing the various tax ordinances of the City. Finance currently has 108 authorized positions responsible for auditing businesses that operate within the City's jurisdiction to confirm compliance with the City's business and user tax ordinances, and ensures timely identification and assessment of taxes due to the City.

The Audit Division in Finance conducts approximately 1,400 audits annually resulting in business tax revenue ranging from \$60-\$70 million. The division is continuing to focus on



increasing the effectiveness of the audit selection process to ensure that the number of productive audits and average recovery per audit increases.

On July 30, 2024, The Office of Finance released a Request for Proposals (RFP) to solicit bids from qualified vendors for Tax Audit Case Selection and Management System Services (RAMP ID 213879). The City's RFP objective was to select a service provider that can offer the highest quality solution at a reasonable cost to make current tax audit selection and case management processes more consistent and efficient resulting in an enhanced ability to identify audit candidates.

Finance's RFP received two proposals from the firms below:

- Oncore Consulting, LLC, a Voyatek Company
- West Publishing Corporation, dba West, a Thomson Reuters business

Evaluation of Proposal

The evaluation Panel consisted of Finance staff from the Audit Division and the Specialized Tax, Appeals and Resources Division. The panel evaluated the proposal based on the evaluation criteria outlined in the RFP and illustrated in Table 1 below:

Table 1

Rating Criteria	Points
Experience and demonstrable technical expertise	25
Software functions, capabilities, data management and security, scalability, and flexibility/ability to integrate with Finance's internal tax system	30
System interface, reporting, and user experience flexibility	20
Value offered to the City considering cost in comparison to professional capabilities and experience and past performance in respect to quality, adherence to budget, and schedule.	15
Technical assistance including system transition (both on and off), staff training and troubleshooting, and support availability	10
Total	100

The evaluation panel ranked and scored each proposal based on the quality of the proposal, qualifications and cost-effectiveness. The evaluation process ranked the firms, as illustrated in Table 2 below, based on the average scores they received from all panelists, with the highest-ranked firm recommended for contract award.

Table 2

Proposer	Final Score	Rank
West Publishing Corporation, dba West, a Thomson Reuters business	79	1
Oncore Consulting, LLC, a Voyatek Company	77.7	2

CURRENT REQUEST

The Tax Audit Case Selection and Management solutions serves as essential tool for Finance’s tax audit operations. As such, Finance requests the authority to enter into this agreement for a term of three (3) years plus one (1) two-year extension option for a potential total contract term of five (5) years. The Office of the City Attorney has reviewed the attached draft agreement.

FISCAL IMPACT

Compensation for the proposed contract is \$2,895,113.00 for the five-year total term, with annual costs of approximately \$579,000. There is no impact to the General Fund because budgeted funds are available for the current year. Future year costs are budgeted annually, and the future year costs for this contract are covered by the base level funding provided for this continuing budgeted item.

RECOMMENDATION

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

Authorize the Director of Finance to execute an agreement with West Publishing Corporation, dba West, a Thomson Reuters business for a period of three years, plus one (1) two-year extension option for a potential total contract term of five (5) years subject to final review and approval by the Office of the City Attorney as to form and legality.

If you have any questions, please contact Ricardo Estrada at (213) 648-8713 or by e-mail at ricardo.estrada@lacity.org.

Sincerely,



Diana Mangioglu
City Treasurer / Director of Finance

Attachments: Draft Agreement with West Publishing Corporation, dba West, a Thomson Reuters business.

The Honorable Mayor Karen Bass

October 15, 2025

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cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Delilah Puche, Office of the City Administrative Officer
LaTanya Roux, Office of the City Administrative Officer
Mario Interiano, Office of Finance
Angela Berumen, Office of Finance
Matthew Crawford, Office of Finance

AGREEMENT NO. C-_____

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

THOMSON REUTERS, WEST PUBLISHING CORPORATION

FOR

TAX AUDIT CASE SELECTION AND MANAGEMENT SYSTEM SERVICES

AGREEMENT NO. C-_____
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
THOMSON REUTERS, WEST PUBLISHING CORPORATION
FOR
TAX AUDIT CASE SELECTION AND MANAGEMENT SYSTEM SERVICES

THIS AGREEMENT, (the “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Office of Finance (“Finance”), and Thomson Reuters, West Publishing Corporation (hereinafter referred to as “Contractor” or “Thomson Reuters”), referred collectively herein as “Parties” or individually as “Party”, with reference to the following:

WHEREAS, the Office of Finance, pursuant to the City Charter, is the tax collector for the City and is responsible for collecting and enforcing the various tax ordinances of the City. Finance currently has 108 authorized positions responsible for auditing businesses that operate within the City’s jurisdiction to confirm compliance with the City’s business and user tax ordinances, and ensures timely identification and assessment of taxes due to the City; and

WHEREAS, the City desires to utilize a qualified firm to provide a tax audit case selection and management system services; and

WHEREAS, on July 30, 2024, the City issued a Request for Proposals (“RFP”) under Charter Section 372, seeking proposal from qualified businesses to perform the above-referenced services; and

WHEREAS, on October 3, 2024, Thomson Reuters submitted a proposal (“Proposal”) to the RFP, and the City found Contractor satisfied the required qualifications and experience; and

NOW, THEREFORE, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement are:

1.1.1. City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

1.1.2. Contractor – Thomson Reuters, West Publishing Corporation, having its principal office at 2900 Ames Crossing Road, Suite 100, Eagan, Minnesota 55121

1.2. Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu, City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

With copies to:

Yestera Kachanyan, Chief Tax Compliance Officer II
Los Angeles Office of Finance
444 South Flower St. 13th Floor
Los Angeles, California 90071
yestera.kachanyan@lacity.org

1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

David Duhaime
Thomson Reuters, West Publishing Corporation
2900 Ames Crossing Road, Suite 100
Eagan, Minnesota 55121
David.Duhaime@thomsonreuters.com

1.3. Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.

1.4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be

provided as described in this Agreement, within five (5) business days of such change.

2. TERM OF THE AGREEMENT

2.1. The initial term of this Agreement shall be three (3) years from the Effective Date hereof unless terminated earlier as set forth herein or any other termination right available in the Agreement or under applicable law. The City may, at its sole discretion, extend the term of this Agreement for one (1) 2-year period, under the same terms and conditions for such period if both Parties agree to the extensions.

2.2. Ratification Clause

To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement prior to the Effective Date of this Agreement, those services are hereby ratified.

2.3. Effective Date

The Effective Date of this Agreement shall be the date upon which the last of the following events should occur:

1. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
2. This Agreement has been approved by the Director of the Office of Finance;
3. The Office of the City Attorney has indicated the approval as to form of this Agreement; and
4. This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Agreement.

3. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The services to be provided under this Agreement are those described under the terms of Appendix A - Statement of Work ("SOW"), attached hereto as Appendix A and incorporated herein by reference.

4. OPTIONAL SERVICES

4.1. Optional Services

Subject to the needs of the City, Contractor shall provide the services described in Appendix C – Optional Services. Any request for the services described in Appendix C – Optional Services by the City shall be confirmed in writing to the Contractor. Upon confirmation, the City and Contractor shall use their best efforts to coordinate the schedule services needed.

5. COMPENSATION AND PAYMENT

5.1. Compensation

For the satisfactory performance of the services provided under Appendix A - Statement of Work ("SOW"), the City shall compensate Contractor in the amount set forth under Appendix B – ORDER FORM-SPECIAL OFFER, attached hereto as Appendix B and incorporated herein by reference.

5.2. For and in consideration of Optional Services provided to the City under Section 4, the City shall compensate the Contractor the rate so described under Appendix D – Order ID: Q-10369703, attached hereto as Appendix D and incorporated herein by reference.

5.3. Method of Payment

The City shall pay the Contractor within thirty (30) calendar days of receipt and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company
- Date of Invoice
- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Yestera Kachanyan, Chief Tax Compliance Officer II
Los Angeles Office of Finance
444 South Flower St. 13th Floor
Los Angeles, California 90071
yestera.kachanyan@lacity.org

With carbon copy to:
Finance.sbu@lacity.org

5.4. Review and Acceptance of Deliverables

- 5.4.1. Payment to the Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).
- 5.4.2. The Contractor shall deliver products and invoices to the City upon completion of tasks as described in this Agreement. The City shall pay the Contractor for the approved product and in the amount specified herein.
- 5.4.3. At or before the conclusion of the review period, the City will submit a written, dated notification to the Contractor of the City's acceptance or rejection of the work delivered by the Contractor, based on standards stipulated herein, and if the work is rejected, listing the cause of rejection and required corrections. Such notification shall be provided within thirty (30) days of the provision of the work. If no notification is provided within this thirty-day (30) period, the work shall be deemed accepted by both Parties.
- 5.4.4. **Failure to adhere to the policies set forth in this Section 4 may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

6. FUNDING CONTINGENCY

Notwithstanding anything to the contrary, City obligations under this Agreement are payable only from funds specifically appropriated by the City Council and City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year.

In the event the City is not able to secure funds, or funds are not appropriated by the City Council for this Agreement, the Contractor agrees to release the City from further obligation or liability under this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

8. NON-EXCLUSIVE

The City and Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

9. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10. NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

11. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A, subject to the amendments provided herein.

11.1 PSC-2 Applicable Law, Interpretation and Enforcement, is hereby amended to read as follows:

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with all laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

11.2 PSC-4 Integrated Contract, is hereby deleted in its entirety and the following is

substituted in lieu thereof:

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof. Notwithstanding anything to the contrary, Contractor's Order Form and the terms and conditions set forth therein are hereby incorporated into and made a part of this Contract. In the event of any conflict between the terms of this Contract and the terms of the Order Form, the terms of the Order Form shall prevail.

11.3 PSC-9 Termination, is hereby deleted in its entirety and the following is substituted in lieu thereof:

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and thirty (30) days to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under the Agreement is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including,

but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

11.4 PSC-16 Retention of Records, Audit and Reports, is hereby amended to read as follows:

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives with 30 days' notice and at **CITY'S** expense. **CONTRACTOR** shall provide any reports reasonably requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

11.5 PSC-18 Indemnification, is hereby deleted in its entirety and the following is substituted in lieu thereof:

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to,

attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract. Notwithstanding anything to the contrary, **CONTRACTOR'S** entire liability in any calendar year for its indemnification obligations in this Contract will not exceed an amount equal to \$1 Million.

11.6 PSC-19 Intellectual Property Indemnification, is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONTRACTOR, at its own expense, shall defend and indemnify the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; provided that any such claim does not result from (i) a combination of all or part of the services with technology, products, services or data not supplied by **CONTRACTOR**; (ii) modification of all or part of the services other than by **CONTRACTOR** or its subcontractors; (iii) use of a version of the services after **CONTRACTOR** has notified **CITY** of a requirement to use a subsequent version; or (iv) City's knowing use of the intellectual property herein described in circumstances contemplated under the preceding clauses (i) through (iii) herein. **CONTRACTOR'S** obligation in this section is conditioned on the **CITY** (1) promptly notifying **CONTRACTOR** in writing of the claim; (2) supplying information reasonably requested by **CONTRACTOR**; and (3) allowing **CONTRACTOR** to control the defense and settlement. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

11.7 PSC-20 Intellectual Property Warranty, is hereby deleted in its entirety and the following is substituted in lieu thereof:

Subject to Section 11.6 herein, **CONTRACTOR** agrees that, to its reasonable knowledge as of the Effective date of the Agreement it is not aware of any infringement upon any valid United States patent or copyright existing at the time of execution of the agreement.

11.8 PSC-21 Ownership and License, is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONTRACTOR hereby grants **CITY** a non-exclusive, non-sublicensable, non-transferable right to access, view, and use the services solely for the **CITY's** internal business purposes. Together with its licensors, **CONTRACTOR** reserves all rights not expressly granted under the Contract. Except for the limited rights and licenses expressly granted herein, nothing in the Contract grants, by implication, waiver, estoppel, or otherwise, to **CITY** or any third party any intellectual property rights or other right, title, or interest in or to **CONTRACTOR's** property. **CITY** acknowledges that, as between the parties, all intellectual property rights in **CONTRACTOR's** property are owned by **CONTRACTOR**, its Affiliates, or third-party providers. **CITY** will not remove or conceal any property rights in the services and will include such notices on any copy it is permitted to make.

11.9 PSC-22 Data Protection, is hereby deleted in its entirety and the following is substituted in lieu thereof:

A. **CONTRACTOR** shall protect, in accordance with its Data Security Addendum, **CITY**-provided data that is submitted, posted, or otherwise transmitted by the **CITY** or on its behalf through the services, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within seventy-two hours, of **CONTRACTOR'S** discovery of a confirmed breach of security that results in the unauthorized destruction, loss, alteration, disclosure of, or access to City Data (a "Data Breach"). In the event of a Data Breach, **CONTRACTOR** shall take commercially reasonable measures and actions to remedy or mitigate the effects of the Data Breach and will perform a root cause analysis to identify the cause of such Data Breach. **CONTRACTOR** shall provide documentation of such Data Breach, including, to the extent known, a summary of the cause of such Data Breach and steps taken to remedy the Data Breach and provide weekly updates (or more frequently if necessary) until the Data Breach has been resolved to the City's satisfaction, and to prevent a reoccurrence. **CONTRACTOR** shall reasonably cooperate with **CITY**, its agents and law enforcement in seeking injunctive or equitable relief against any third party deemed responsible or complicit in the Data Breach.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall indemnify and hold harmless **CITY** and defend against any resulting actions. Notwithstanding, **CONTRACTOR's** entire liability in any calendar year for its indemnification obligations in this Contract will not exceed an amount equal

to \$1 million.

11.10 PSC-24 Best Terms, is hereby deleted in its entirety.

11.11 PSC-30 Access and Accommodations, is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONTRACTOR represent and certifies that:

A. **CONTRACTOR** shall comply, to the extent applicable, with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 111.5;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities; and

D. The buildings and facilities under the ownership, construction, or control of the **CONTRACTOR**, whether in fee or in leasehold that are used to provide services under this Contract are in compliance with federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

11.12 PSC-41 Compliance with California Public Resources Code Section 51645, is hereby deleted in its entirety and the following is substituted in lieu thereof:

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of

any Subcontractor) of **CONTRACTOR** working on premises, if any, to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

11.13 PSC-42 Possessory Interests Tax, is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONTRACTOR acknowledges, that it has received the notice required under California Revenue and Taxation Code Section 107.6 therein.

11.14 PSC-43 Confidentiality, is hereby deleted in its entirety and the following is substituted in lieu thereof:

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. The **CONTRACTOR** shall promptly notify **City** of any breach of this Section of which it becomes aware. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of **CONTRACTOR**); (b) becomes known to **CONTRACTOR** on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of **CONTRACTOR** prior to such disclosure as established by documentary evidence; or (d) is independently developed by **CONTRACTOR**, as established by documentary evidence, without reference to or use of, in whole or in part, any of the **CITY's** confidential information. **CONTRACTOR** shall promptly notify **CITY** of any unauthorized disclosure of Confidential Information by **CONTRACTOR** to a third party. If a court or government agency orders **CONTRACTOR** to disclose the Confidential Information, **CITY** will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This provision will survive for ten (10) years after the expiration or termination of this Contract.

11.15 Exhibit 1 Insurance Contractual Requirements, Section 2 Notice of Cancellation, is hereby amended to read as follows:

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. **CONTRACTOR** must to provide thirty (30) days' prior written notice of cancellation or a material reduction in coverage that results in an overall limit reduction of fifty percent (50%), or a reduced limit below what is required by CITY.

11.16 Exhibit 1 Insurance Contractual Requirements, Section 8 Aggregate

Limits/Impairment, is hereby amended to read as follows:

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will diminish the aggregate to an amount of \$25 million or less within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required.

12. PUBLIC INSPECTION AND RECORDS

Notwithstanding any other provisions to the contrary, this Agreement, including any and all exhibits and attachments incorporated herein, shall be made available for public inspection in accordance with the Charter of the City and, to the extent applicable, the California Public Records Act (California Government Code Section 7920 *et. seq.*).

13. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

14. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE AND SLAVERY DISCLOSURE ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

15. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

17. ENTIRE AGREEMENT

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete, and entire Agreement between the Parties and supersedes all prior discussions between the Parties, oral or written. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the duly authorized representatives of each Party.

18. ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and schedules, the order of precedence will be as follows:

1. This Agreement between the City and Contractor, including Appendices A, B, C, and D; and
2. Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

Thomson Reuters, West Publishing Corporation

By: _____
John S. Nelson
Director of Procurement and
Proposal Management

Date: _____

NOTE: IF Contractor is a corporation, two signatures are required.

*The signature of President, Chairman of the Board, Or Vice President is required here; and

**an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

APPENDIX A – Scope of Work

WEST PUBLISHING CORPORATION STATEMENT OF WORK

West Publishing Corporation, a Thomson Reuters business (WPC) shall deliver to the City of Los Angeles Office of Finance (LAOOF) its case management (CaseTracking™) and fraud analytics (FraudDetect®) solutions (CaseTracking and FraudDetect, collectively, the “System”) and together with related implementation services, all as more particularly described in this Statement of Work (SOW).

1. SCOPE OF SERVICES

- A. **FraudDetect.** WPC shall deliver FraudDetect as a Software-as-a-Service subscription deployed in Microsoft’s Azure environment for 90 users The FraudDetect functionality and applicable quantities or limitations will be delivered as follows:

Functionality	Description	Quantity
Recipient Profile	WPC shall run current individual taxpayer through FraudDetect to identify sole proprietors containing information, accumulated flag violations, and geospatial analysis on shared indicators such as tax preparers. Results will trigger alerts that will appear in the recipient profiles.	All individuals
Business Entity Profiles	WPC shall run existing and new individual businesses through FraudDetect to create business profiles including, demographic data, street view, fraud indicators, and accumulated flags on all business filers. Results will trigger alerts that will appear in the business profiles.	Up to 400,000 businesses
Detection Alerts / Reports	WPC shall configure and deploy alerts to check for customer-defined anomalies. Results will trigger alerts/reports on the Dashboard, which also appear on business	Up to 20 alerts
Geospatial Analysis	WPC shall geocode business data for use in geospatial analysis to analyze relationships across business entities and responsible parties’ Geospatial maps are configured from selected alerts.	Up to 3 maps
Street View	FraudDetect will provide street-level mapping to view business entity locations from within the dashboard.	All business entities

Functionality	Description	Quantity
Scorecard	The FraudDetect Scorecard provides users with ready access to for entities currently under review. Multiple ranking systems can be created and compared.	400,000
Additional State Data Sources	WPC shall interface with up to five (5) county or city data source as needed.	Up to five (5) county or city data sources
Network Analyzer	Identify business entity relationships and potential collusive activities between business entities and responsible parties.	All users
Decision Grids	Grids to view macro level indicators for specific tax administration issues such as annual profit margins over time.	1 Grid

- B. **CaseTracking.** WPC shall deliver the following CaseTracking components as a Software-as-a-Service subscription deployed in Microsoft's Azure environment for new cases created in CaseTracking for up to 90 users in the quantities set forth below for new case creation.

Functionality	Description	Quantity
Intake Form	The intake form is used to create new cases in CaseTracking; provides a manual alternative to the integrated case creation functionality in FraudDetect.	1 form
Workflow	Workflow rules are used to optimize the business process by applying logic that triggers a change in the status of a case.	Up to 4 workflow rules
Case Record Profile	The Case Record Profile displays all the case tracking and management details and includes a Case Details tab with the information captured on the intake form. It can include up to 150 other fields that may be completed during the case lifecycle (closure reason, recommended outcome, etc.)	No limit
Case Activity	<ul style="list-style-type: none"> ▪ Record Notes ▪ Record To-Do's with reminders ▪ Assign To-Do's to a CaseTracking user other than case owner ▪ Configurable automatic Case Activity notifications. 	Up to 6 automatic notifications
Case Entities/ Subject(s) of a Case	Ability to accommodate multiple "Entity Types" for a single case (e.g., customer, subject, witness, etc.); each case entity form allows up to 50 possible data fields	Up to 3 entity types
Case Files	Attach any sort of electronic document to the case (e.g., fax, scanned document, MS Word, etc.) with a maximum individual attachment size of 200 MB.	No limit
General Case Features	Ability to assign a case by selecting an owner from the pick list and the ability to print the case file. There is also case history that will display an audit trail of changes made to the case record.	No limit
Case Record -- Forms	Forms can be deployed within the case file to document information that must be recorded more than once during the case lifecycle. For example: An interview form could be deployed to record every interview conducted.	Up to 7
Templates	System-generated documents (pdfs or Word files) that contain case data and can be displayed or produced during a workflow or based	Up to 10

Functionality	Description	Quantity
	on business logic. For example, case information can be included in a repayment demand letter or a request for specific follow-up.	
Maintenance	WPC shall provide the following maintenance functions: <ul style="list-style-type: none"> ▪ Add, modify or delete users, select their access level and notify them by email of their username and password ▪ Add, modify or delete category items (issues, products, etc.) ▪ Add, modify or delete workflow rules (for example: users may change timing of notifications) ▪ Add, modify or delete email standard responses 	No limit
Access Controls	Access controls restrict functions and data available to groups of users. For example, information may be restricted based on LAOOF policies, so the user only sees cases and report information related to that LAOOF. Other access control examples include restrictions by case type, location, severity, etc.	Up to 5 roles
Pre-Configured Reports	The standard reporting package includes pre-configured reports that display aggregate data in a dashboard and time series reporting. Reports will be based on LA City Tax requirements. For example, audit or investigation outcomes, progress of prosecution referrals and hearings, and performance metrics to monitor the efficiency of effectiveness of audit efforts.	Up to 10 customizable reports
Ad-Hoc Reporting	The system includes an integrated PowerBI ad-hoc reporting tool populated with reportable field values. WPC will provide report creation training for 1-2 designated report resources.	Up to 3 ad-hoc report users
Automated steps	Built in processes to allow users to configure specific functions including transferring a complaint to a case, assigning cases, and setting notifications for updates related to records submissions, reporting dates, and populating fields, dependencies, and forms.	Up to 8 business rules
Search options on Advanced Search and Case View	Ability to search within CaseTracking to identify potentially related cases or recipients or retailers. Free-text search of attachments that feature Optical Character Recognition (OCR) also is supported.	Up to 5 searchable data elements
Time & Activity Tracking	CaseTracking includes a standard employee time and case activity tracking functionality. This facilitates the seamless creation of employee routine timesheets and estimation of investigative costs.	No limit

C. Reporting conversion

WPC will replace the SSRS reporting solution supporting Case Tracking and will upgrade and implement the PowerBI reporting tool. The tool will provide more robust query and reporting functionality to LA City Tax. The implementation will begin upon contract execution. The kickoff meeting will occur within 10 days of contract execution.

D. Training:

- 1) On an as-needed basis, WPC also shall offer remote training in 30-to 60-minute intervals for any user(s) in need of additional training or to train new hires. These training sessions can be scheduled by request and are subject to availability of WPC training resources.

- 2) Upon request by LAOOF, WPC shall provide training for major updates, or any new substantive functionality introduced after the initial System implementation.
 - 3) WPC shall provide an online User Manual for the System as well as field-specific user help embedded directly in WPC's FraudDetect and CaseTracking dashboards. User help also is available within the application in the form of contextual help and FAQs.
- E. **Help Desk.** Throughout the term of this SOW, WPC shall provide the following Help Desk support for the System:
- 1) Access to the WPC electronic ticketing system shall be available 24 hours a day, 7 days a week, 365 days a year, except for scheduled maintenance windows. WPC shall respond to the support tickets submitted through the LAOOF support portal during non-business hours in the next business day.
 - 2) All authorized users can submit support requests via email, phone, or by directly logging them into the LAOOF support portal. Submitting a support request via email automatically creates a support ticket and sends an acknowledgement email. Once a ticket is created, additional stakeholders / managers can monitor the status of support tickets at any time. WPC recommends that support requests include the following:
 - a. A description of the issue and an assessment of its severity
 - b. A description of the events leading up to the need to create a support ticket (if applicable)
 - c. Screenshots of the dashboard or system screen related to the problem (if applicable).
 - 3) Every support ticket receives a tracking number and is assigned to a support professional depending on its severity level. WPC identifies three support ticket severity levels based on urgency and impact. The following table indicates the severity levels for support tickets, a description of what defines the severity of a support ticket, and the response time for each severity level:

Issue Severity Level	Severity Level Description	Issue Response Time
High	An urgent issue that impacts all LAOOF users of the System. The entire or partial use of the production System is impacted such that there is complete loss of service or System functionality for which there is no workaround.	Four (4) hours
Medium	An issue that impacts multiple LAOOF users or a portion of the System. Use of the production System is impacted such that important features or functions do not operate properly but acceptable temporary workarounds exist. Normal operation can continue with workarounds.	One (1) business day
Low	An issue that impacts neither of the System nor the LAOOF user or access to the System such that the impact is an inconvenience or a minor deficiency. The overall performance and/or system integrity is unaffected.	Two (2) business days

- F. Special Investigations Unit (SIU) Support.** The SIU is the functional and investigative arm of WPC. WPC will assign a member of the SIU to work with the LAOOF's audits and enforcement staff. LAOOF may include WPC's assigned SIU member in their regular activities such as team meetings and enforcement debrief.

The assigned SIU member will assist LAOOF in the following activities:

- 1) Working with the Help Desk to address requests for support.
 - 2) Interpreting the results from the System;
 - 3) Capturing department requests for new functionality, data sources, and other constant improvement activities;
 - 4) Participating in other LAOOF investigative and enforcement activities, as requested; and
 - 5) WPC will be available at the LAOOF's request to review summary results of these activities on a quarterly basis. Any major issue or finding will be discussed with the LAOOF as such major issues are discovered.
- G. Hosting Services.** The System is hosted on the Microsoft Azure platform and data centers, which physically store all physical hosting equipment, communication media, server/hardware, application access, and data storage. While the subscription portal can successfully run in many Internet browsers, WPC recommends the use of Chromium-based browsers capable of supporting industry standard security protocols and ciphers.
- As a Software-as-a-Service offering, WPC shall provide frequent, non-intrusive enhancements and updates to the System. The 'What's New' tab within the System includes a description of all new functionality.
- H. Backup and Recovery Services.** WPC shall perform encrypted file and database level backups. The encrypted backups are performed by the Azure Recovery Services Vault are taken at the end of every business day and remain in the Azure data center. The storage system housing backup snapshots is an AES 256-bit Storage Access Network (SAN) storage device encrypted at rest. Each backup set has a pre-configured retention default period of six (6) monthly backups, five (5) weekly full backups, and six (6) daily differential backups. Once the retention period elapses, backups are overwritten.
- I. Set Up and Configuration Services.** WPC shall provide set up and configuration services for the System specific to the LAOOF's requirements. The System will leverage program data from the LAOOF's own data systems. An initial output file for the previous three years will be used.
- J. Transition Upon Contract Expiration or Termination.** Upon the expiration or earlier termination of this SOW, the WPC Information Security Officer shall oversee the export of system results and/or case information as required by LAOOF. Following the successful export of the data, WPC shall oversee the data destruction process in accordance with LAOOF's specific requirements or, absent a specified time period, no later than 30 days after the termination or expiration of this SOW and submit a Certificate of Destruction to LAOOF within 15 days of the date of disposal.

K. Data Integrity and Security

- 1) FraudDetect and CaseTracking are accessed through a secure VPN connection. WPC will maintain the current VPN connection to provide WPC with the data necessary to configure the System.
- 2) LAOOF is responsible for the accuracy and completeness of source data. This includes identifying all appropriate source systems, understanding and labeling of data elements, and preparing complete and accurate sources files in a timely manner.
- 3) LAOOF will maintain a current list of individuals, and their roles, who are authorized to act and make decisions on behalf of LAOOF.
- 4) LAOOF will employ industry-standard safeguards, applicable to the size and complexity of the organization, to prevent the unauthorized use or disclosure of protected information obtained through the System or WPC's employees.

- 5) LAOOF will maintain industry-standard general IT computer and application controls, applicable to the size and complexity of the organization, in its computing environment to safeguard the confidentiality, integrity, and availability of protected data.
- 6) Within sixty (60) days of contract start, LAOOF will provide WPC with its data retention policy. If WPC does not receive LAOOF's retention policy as stated, WPC will retain LAOOF data for seven (7) years for data relating to audits, and three (3) years for risk profiles that did not result in an audit. WPC will destroy all data within 30 days of subscription termination.
- 7) Within 72 hours after it reasonably believes an unauthorized use or disclosure of protected information (under applicable laws) provided by WPC has occurred, LAOOF will report any such event to ISO@PonderaSolutions.com.
- 8) WPC recommends the use of Chromium based browsers capable of supporting minimum industry standard secure protocols and cipher.

Agreed to and accepted by:

West Publishing Corporation

City of Los Angeles Office of Finance

By:

By:

Printed: _____

Printed: _____

Title: _____

Title: _____

Appendix B – Order Form-Special Offer

CUSTOMER INFORMATION				
Account	1005642527	Contact Name		
Name	City of Los Angeles - Office of Finance	Title		
Address Line 1	1828 SAWTELLE BLVD STE 102	Email		
Address Line 2	Los Angeles, CA 90025	Phone		
OFFER INFORMATION				
Agreement Number	00109920.0	Effective Date	02/01/2026	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
30916576	Risk Fraud: Fraud Detect Tax (400,000 inputs)	90	2/01/2026 - 1/31/2027	\$42,206
			2/01/2027 - 1/31/2028	\$44,316
30916589	Risk Fraud: Case Tracker	90	2/01/2028 - 1/31/2029	\$46,532
			2/01/2029 - 1/31/2030	\$48,858
			2/01/2030 - 1/31/2031	\$51,301

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 the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise 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", "Subscriber", "your" or "Client".

1. **The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/us-general-terms-and-conditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
2. **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.
3. **Excluded Charges.** 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 at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges 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 of the General Terms and Conditions.
4. **Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see 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.
5. **Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
6. **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.
7. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
8. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

This Offer expires January 15, 2026, at 7:00 p.m. CT.

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9. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
10. **Material Change.** If, at any time during the term of this ordering document, 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 Charges 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.
11. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
12. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.
13. **Scope of Service.** The scope of services are defined in the detailed Statement of Work, Attachment 1, hereby attached and incorporated into the terms of this Agreement

ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

City of Los Angeles - Office of Finance

WEST PUBLISHING CORPORATION

Signature Date

Name (please print)

Title

Signature Date

Name (please print)

Title

For internal use only: Legal Contact for non-standard arrangements:

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²	Server Location (Y/N)

This Offer expires January 15, 2026, at 7:00 p.m. CT.

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¹ Administrators are counted as a user on per user subscriptions
² Taxes for software products will be based on % of Total Users by Location

	SUBSCRIBER CLEAR® SERVICES INFORMATION	
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Main Account #		CLEAR Contact Name	
Main Account Name		CLEAR Contact Email	
Internet Service Provider Name		CLEAR Contact Telephone	

The CLEAR contact will receive all CLEAR registration keys, individual users will also receive their registration keys if their email addresses are provided

IP Address Section: Only External IP Addresses or Ranges Must Be Provided
--

Technical Contact Name		Technical Contact Email	
Technical Contact Location		Technical Contact Telephone	

Valid external IP addresses or IP ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

1. IP addresses assigned to jurisdictions outside the United States or our approved U.S. Territories are prohibited.
2. All IP addresses must be IPv4 addresses.

Permissible IP addresses will be those provided below as well as any previously provided IP addresses by you.

Initial to block CLEAR roaming access. This selection does not allow user access outside of your designated IP address/range. Your users will be required to access CLEAR through your designated entity IPs only.

Authorized My Account Administrator for CLEAR®

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name	First Name, M.I.	Email Address (REQUIRED)

Authorized QuickView+ Users for CLEAR
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QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. Identify which password holder you would like to have Quickview+ access:

Last Name	First Name, M.I.	Authorized Account Number

CLEAR® Users

Account #	Account Address	Last Name	First Name, M.I.	Email Address	Phone #	IN	AD	AN	SV	TC

If there are additional CLEAR users, additional pages must be submitted with the order

	SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)	
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DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

AS IS. Your current billing arrangement should remain unchanged.

ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

Please note: These billing arrangements do not affect Quickview+.

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General Terms and Conditions

These General Terms and Conditions (“General Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “us”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. Definitions

- a. “**Affiliate**” means, in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. “**Agreement**” means each Ordering Document, these General Terms, and any applicable terms that are incorporated in the Ordering Document or these General Terms.
- c. “**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.
- d. “**Documentation**” means manuals, handbooks, guides and other user instructions, documentation and materials available through the Services or provided by us regarding the capabilities, operation, and use of our Services.
- e. “**Ordering Document**” means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. “**Professional Services**” means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. “**Property**” means our property, which includes but is not limited to our Services, information, Documentation, data (whether tangible or intangible) and Usage Information. Property also includes data, information and technologies supplied by our third-party providers and available through the Services.
- h. “**Services**” means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. “**Usage Information**” means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of the Property.
- j. “**Your Data**” means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP Ownership; Licenses & Delivery

a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Property. You acknowledge that, as between the parties, all intellectual property rights in the Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Property and will include such notices on any copy you are permitted to make.

b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes subject to the terms and conditions of the Agreement.

c. **Documentation License.** Where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services subject to the terms and conditions of the Agreement.

d. **Installed Software License.** To the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes subject to the terms and conditions of the Agreement. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence (“AI”)-based functionality within our Services (“Input”) resulting in an output generated by the AI service (“Output”). You grant Thomson Reuters a license to use, modify, and adapt the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of the Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. If you are permitted in the Ordering Document or a separate agreement with Thomson Reuters to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. Our Services

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces (“APIs”) for applicable Services. Any

additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party.

c. **Third-Party Provider Terms.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms (collectively, "Third-Party Provider Terms"). You agree to comply with all applicable Third-Party Provider Terms.

d. **Third-Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

e. **Integrations.** If permitted by Thomson Reuters, you may integrate certain third-party services, platforms, applications, extensions, add-ons, and related offerings that are not provided by us with the Services (collectively, "Integrations"). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Integrations and will not be responsible for your use of Integrations. If you choose to use an Integration with the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Integration to you.

f. **Unauthorized Technology.** Unless we give you prior written authorization, you must not (i) run or install any computer software or hardware on, against, in relation to, or as an overlay over, our Services or network; (ii) mine, scrape, index, or otherwise automatically access, collect, copy, download or record the Property; or (iii) automatically connect (whether through APIs or otherwise) the Property to other data, software, services or networks. Neither party will knowingly introduce any malicious software or technologies into the Services or the other party's networks.

g. **Use Restrictions.** You shall not use or permit a third party to use the Property for any purposes beyond the scope of the access granted in the Agreement. Without prejudice to the generality of the foregoing, and unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, make available, publish, display, store, copy, modify, merge, adapt, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer the Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide the Property on a white-labelled/re-branded basis, or otherwise commercially exploit the Property in any manner; (iii) use the Property to develop or improve products or services that compete with the Services; (iv) allow third parties to access, use or benefit from the Property in any way; or (v) use the Property (1) to develop, train, adapt, fine-tune, modify or improve any artificial intelligence software or other technologies, (2) to create any derivative works, adaptations, compilations or collective works in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of Thomson Reuters, our third-party providers, or any other person, or (3) in a manner that violates any applicable law. You shall not impersonate another person or entity, hide or attempt to hide your identity, knowingly misrepresent your affiliation with a person or entity or otherwise use the Services for any fraudulent purpose.

h. **Acceptable Use.** You may (i) download limited extracts of content from our Services solely for your own internal business purposes; (ii) print limited extracts of content from our Services solely for your own internal business purposes; and (iii) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in any case, (1) any such downloading, printing, or distribution is done at all times in accordance with the terms and conditions of the Agreement, (2) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services, and (3) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or

accounting services, or legal advice to your clients, the provisions of Section 3(g) do not preclude you from using our Services in accordance with the Agreement to benefit your clients in the ordinary course of your business of providing audit, tax, or accounting services or legal advice. Except as expressly set forth in the Agreement, we retain all rights and you are granted no rights in or to the Property. Notwithstanding any other provision in the Agreement, we may, without prior notice, suspend or limit your use of the Services for your violation of Section 3(g) (Use Restrictions) or this Section 3(h) (Acceptable Use) and we reserve the right to suspend or limit your use of the Services while we investigate any suspected violation of the same.

i. **Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at <http://tr.com/trdsa> ("DSA") shall apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

j. **Regulatory Compliance and Export Control.** Each party shall at all times comply with applicable law, including export controls and economic sanctions, that apply in connection with the Agreement. You represent and warrant on an ongoing basis that you will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner or from a location that may breach any applicable export control or economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union and its Member States, Switzerland, or any other applicable jurisdiction. You warrant that neither you, nor any Affiliate that you allow to access to the Services, is or is affiliated with, owned, or controlled by a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation, through the use of bank accounts at banks that are sanctioned parties.

k. **Your Responsibilities.** You are responsible for (i) proper use of the Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of the Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. Charges

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 USD for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including reasonable legal fees. The charges listed on the Ordering Document are exclusive of applicable taxes. You must pay applicable taxes and duties, including withholding taxes, value added tax (VAT), sales tax or other taxes (excluding income taxes imposed on Thomson Reuters). You will provide Thomson Reuters written evidence of any withholding tax paid by you or any tax exemption on which you wish to rely. If you are obliged to withhold or deduct any portion of the charges, then Thomson Reuters shall be entitled to receive from you such amounts as will ensure that the net receipt, after tax and duties, to Thomson Reuters in respect of the charges is the same as it would have been were the payment not subject to the tax or duties. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. Privacy

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. For clarity, where each party Processes any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. Confidentiality

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either party to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (1) is or becomes generally available to the public (through no act or omission of the receiving party); (2) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (3) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (4) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This Section 6 shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first.

7. Warranties and Disclaimers

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED “AS IS”, AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON

ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. Liability

a. **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. **EXCLUSIONS.** IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(g); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third-Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms and conditions of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with the Agreement; (b) replacing the affected Property

with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in Sections 9(b) or 9(c).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third-Party Intellectual Property)); (ii) your or your subcontractors' use of the Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We are not responsible if the Services fail to perform due to your or your third-party service provider's systems, software, hardware, or actions or inactions. We may assist you in investigating and resolving any such failures, subject to the parties agreeing to a written statement of work in advance setting forth the terms, scope, and fees.

9. Term, Termination

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either party gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension.** We may suspend or limit your use of the Services, or modify the terms on which it is provided, if (i) we are required to do so by a third-party provider, court or regulator; (ii) there has been or it is reasonably likely that there will be: (1) a breach of security; (2) a breach of the Agreement or another agreement between us; or (3) a violation of applicable law or third-party rights. We will notify you prior to such suspension or limitation unless we determine, in good faith, that (i) we are prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice to prevent imminent harm to us or a third party. Charges remain payable in full during periods of suspension or limitation arising from your fault or breach of the Agreement or another agreement between us. We may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of your use of the Services if we determine that the cause of the suspension or limitation is not capable of cure or has not been cured within the time frame required by us.

c. **Termination.** Either party may terminate the Agreement immediately upon written notice if the other party commits a material breach of the Agreement and fails to cure such breach within 30 days of written notice by the non-breaching party. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Either party may terminate the Agreement upon written notice if the other party becomes insolvent or makes a general assignment for the benefit of its creditors. We may terminate the Agreement, in whole or in part, upon reasonable notice in relation to a Service which is being discontinued.

d. **Pro Rata Refunds.** If we suspend your use of the Services or terminate the Agreement for reasons not related to your fault or breach of the Agreement or another agreement between us, you will be entitled to a pro rata refund of any recurring charges paid in advance for Services that have not been rendered. To the extent permitted under applicable law or regulation, you will also be entitled to a pro rata refund of the relevant portion of any indirect taxes paid in advance for Services that have not been rendered.

e. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of the Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

f. **Amendments.** We may modify these General Terms, any applicable product specific terms, or any additional terms incorporated in these General Terms (including, but not limited to, Third-Party Provider Terms, DSA, and

DPA), at any time by providing notice to you by posting the updated terms at <http://tr.com/us-general-terms-and-conditions> (or the applicable product specific terms link in the Ordering Document), providing notice to you through your TR account (i.e., My Account or Self-Service Portal), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the terms. You are responsible for reviewing and becoming familiar with any such modifications.

g. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service on written notice to the other.

10. Third-Party Rights

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. General

a. **Assignment.** Unless otherwise provided in this Section 11(a), neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, Service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of the Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each party hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is conflict among any elements of the Agreement, the descending order of precedence is: any applicable Third-Party Provider Terms contained in Section 3(c) of these General Terms; the applicable Ordering Document; any applicable product specific terms; any applicable additional terms for Services with generative AI skills, these General Terms; and any remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these General Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters or its agents may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at <http://thomsonreuters.com/support-and-training>. You may request assistance with any of the following: (a) issues caused by you or third-party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support,

relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional charges for such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will 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 will not affect the validity and enforceability of the remainder of the Agreement.

j. **Damages Not an Adequate Remedy.** Notwithstanding any express remedies provided under this Agreement and without prejudice to any other right or remedy which a party may have under applicable law, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of Section 3(g) (Use Restrictions), 3(h) (Acceptable Use), or Section 6 (Confidentiality) of the Agreement. In the event of any such breach or anticipated breach, a party to the Agreement may seek the remedies of injunction and/or an order for specific performance.

k. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

l. **Notices.** Except as otherwise provided in the Agreement, all notices under the Agreement must be in writing and sent by email or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of Third-Party Provider Terms via publication on the URL in Section 3(c) or within the Services themselves.

m. **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, or employment relationship between the parties.

n. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each party acknowledges that, in entering into the Agreement, it has not relied on any representations made by the other party that are not expressed in the Agreement.

Prior Versions of the General Terms
Version 5.0 (US) Last Modified November 2023 is available here .
Version 4.1.1 (US) Last Modified September 2023 is available here .



THOMSON REUTERS DATA SECURITY ADDENDUM

This Data Security Addendum (the “**Addendum**”) amends the Agreement between Thomson Reuters and Customer and sets out the obligations of both parties regarding the security of Your Data in connection with the Agreement. In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum will take precedence only with respect to the security of Your Data. Customer will be the same as “Customer”, “Client”, or “you”; and Thomson Reuters will mean the same as “us”, “we”, “TR” or “Thomson Reuters”, as the terms may be used in the Agreement.

1. INFORMATION SECURITY PROGRAM

- 1.1 Thomson Reuters will maintain an information security program that adopts the International Organization for Standardization (ISO/IEC 27002:2013) and/or the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). The program will include, but is not limited to, the following components:
 - (i) Information security policy framework;
 - (ii) Program documentation;
 - (iii) Auditable controls;
 - (iv) Compliance records; and
 - (v) Appointed security officer and information security personnel.
- 1.2 Thomson Reuters will establish and maintain information security policies designed to protect the confidentiality and integrity of Your Data hosted in the Services, which will include the following:
 - (i) Policies to restrict access to Your Data only to authorized Thomson Reuters personnel and subcontractors;
 - (ii) Policies requiring the use of user IDs, passwords, and multi-factor authentication to access Your Data;
 - (iii) Policies requiring connections to the internet to have commercially reasonable controls to help detect and terminate unauthorized activity prior to the firewall maintained by Thomson Reuters;
 - (iv) Policies requiring performance of periodic vulnerability assessments;
 - (v) Policies for the use of anti-malware and patch management controls to help protect against virus or malware infection and exploitation of security vulnerabilities; and
 - (vi) Policies and standards for the use of auditable controls that record and monitor activity.
- 1.3 Thomson Reuters will train and communicate to Thomson Reuters personnel its defined information security principles and information security policies and standards in accordance with the following:
 - (i) Applicable Thomson Reuters personnel will be required to take training, both at hire and on a regular basis, in information security practices and the correct use of

- information processing facilities to minimize possible security threats;
- (ii) Applicable Thomson Reuters personnel will be instructed to report any observed or suspected threats, vulnerabilities, or incidents to our Security Operations Center; and
 - (iii) Thomson Reuters information security personnel will be made aware of reported information security threats and concerns and will support the Thomson Reuters information security policy in the course of their normal work.
- 1.4 Thomson Reuters will be responsible for its personnel's compliance with the terms of the Agreement and with Thomson Reuters standard policies and procedures. Thomson Reuters will maintain a disciplinary process to address any unauthorized access, use, or disclosure of Your Data by any Thomson Reuters personnel.
- 1.5 Thomson Reuters will maintain a formal plan for incident response to promptly respond to suspected or confirmed breaches of Your Data in accordance with regulatory and legal obligations.
- 1.6 Thomson Reuters policy with respect to user IDs and passwords for Thomson Reuters personnel accessing Thomson Reuters systems includes, but is not limited to, the following components:
- (i) Each user has a unique account identifier or user ID;
 - (ii) Each user ID or account is assigned a password;
 - (iii) User IDs are added, modified, and deleted in accordance with Thomson Reuters-approved account management processes;
 - (iv) Verification of user identify before password resets;
 - (v) Passwords must conform to defined criteria that included length, complexity requirements and limitations on reuse;
 - (vi) User IDs, passwords and tokens are not shared or used by anyone other than the user to whom it was assigned;
 - (vii) Temporary or default passwords are set to unique values and changed after first use;
 - (viii) User ID password changes are required at least every ninety (90) days;
 - (ix) Failed and repeated access attempts are locked for a reasonable and appropriate duration;
 - (x) Idle sessions are locked after a commercially reasonable period of time; and
 - (xi) User IDs are disabled after personnel termination.

2. DATA SECURITY CONTROLS

2.1 Application Strategy, Design, and Acquisition.

- (i) Thomson Reuters will inventory applicable applications and network components and assess their business criticality.

- (ii) Thomson Reuters will review critical applications regularly to ensure compliance with industry and commercially reasonable security standards.

2.2 Anti-Virus and Anti-Malware.

- (i) Thomson Reuters will implement and configure industry standard anti-virus and anti-malware software on systems holding or processing Your Data for regular signature updates.
- (ii) Thomson Reuters will implement threat management capabilities designed to protect systems holding or processing Your Data.

2.3 Network Security.

- (i) Thomson Reuters will configure network devices (including routers and switches) according to approved lockdown standards.
- (ii) Thomson Reuters will segregate the data center networks into separate logical domains with the network security controls approved by its security personnel.

2.4 Web and Application Security.

- (i) Thomson Reuters will maintain commercially reasonable security measures for internet-accessible applications, including:
 - a. Implementing processes for developing secure applications;
 - b. Performing pre-deployment and ongoing security assessments of internet-accessible applications;
 - c. Developing internet-accessible applications based on secure coding guidelines such as those found in the Open Web Application Security Project (OWASP) Development Guide; and
 - d. Validating the input, internal processing, and output of data in internet-accessible application(s).
- (ii) Thomson Reuters will implement a change management process for documenting and executing operational changes in Services.

2.5 Compliance.

- (i) Thomson Reuters will establish and adhere to policies that comply with laws and regulations that are applicable to Thomson Reuters and its provision of Services. Thomson Reuters does not determine whether Your Data includes information subject to any specific law or regulation and compliance with any such law or regulation is the sole responsibility of the Customer.
- (ii) To the extent legally permitted, Thomson Reuters will endeavor to notify Customer promptly after Thomson Reuters receives correspondence or a complaint from a government or regulatory official or agency related to the security of Your Data. For purposes of the foregoing, a correspondence or complaint excludes normal customer service correspondence or inquiries.

2.6 Physical and Environmental Security.

Thomson Reuters Services will be housed in secure facilities protected by a secure

perimeter, with generally accepted industry standard security barriers and entry controls for providers of similar services, including:

- (i) Such Thomson Reuters facilities will be physically protected from unauthorized access, damage, and interference;
- (ii) Access to such facilities will be logged and logs will be maintained;
- (iii) Procedures will be maintained for visitors and guests accessing such Thomson Reuters facilities; and
- (iv) Thomson Reuters will employ physical safeguards designed to protect Thomson Reuters Services systems from security threats and environmental hazards.

2.7 Security Testing and Patching.

- (i) Thomson Reuters will perform security testing for common security coding errors and vulnerabilities against systems holding or processing Your Data in line with generally accepted industry standards.
- (ii) Thomson Reuters will regularly scan systems holding or processing Your Data for security vulnerabilities.
- (iii) Thomson Reuters will follow a commercially reasonable and industry standard security patching process.

2.8 Exchange, Transfer, and Storage of Information.

- (i) Thomson Reuters shall ensure that all account usernames and authentication credentials are stored and transmitted across networks and protected with a minimum of 128 AES encryption. Thomson Reuters shall not store user credentials in clear text under any circumstances. Your Data shall be encrypted at a minimum of 256 AES when in transit and at rest. Thomson Reuters will also use encryption for Your Data being transmitted across the public Internet or wirelessly, and as otherwise required by applicable laws. Thomson Reuters will hold such encryption keys in the strictest of confidence and limit access to only named individuals with a need to have access.
- (ii) Your Data will not be stored or transported on a laptop or any other mobile device or storage media, including USB, DVDs, or CDs, unless encrypted using a commercially reasonable encryption methodology. All electronic data transfers of Your Data by Thomson Reuters will be transmitted via SFTP or other commercially reasonable encrypted form.

2.9 Penetration Testing, Monitoring, Vulnerabilities.

- (i) Thomson Reuters or an appointed third party may periodically perform penetration testing on the Thomson Reuters systems supporting the Services. Upon written request, Thomson Reuters shall make available to Customer a summary on the outcome of such relevant penetration testing or an executive summary of the penetration testing results.
- (ii) Thomson Reuters will monitor the relevant Thomson Reuters information systems for security threats, misconfigured systems, and vulnerabilities on an ongoing basis.

- (iii) Thomson Reuters will classify any vulnerability findings identified as emergency, critical, high, medium, or low in accordance with generally accepted industry standards for providers of similar services, and in accordance with Thomson Reuters risk assessment policies. Although the actual timeframe needed to affect such remediation will depend on the nature of the finding, Thomson Reuters will undertake commercially reasonable efforts to correct vulnerabilities according to the following timeframes:

Vulnerability Classification	Definition	Remediation Goal
Emergency	A vulnerability that has a high probability of being widely exploited in a manner disruptive to normal business operations	Begin deployment of patches and mitigations promptly, without undue delay, and complete remediation activities within seven (7) days
Critical	A vulnerability that has a high probability of being exploited that could result in broad exposure of confidential information or disruption of service, but the nature of the vulnerability does not reach the level of an “emergency” risk	Without undue delay and in any event within thirty (30) days
High Risk	A vulnerability that has a reasonably high probability of being exercised that could allow broad exposure or compromise of confidential information or disruption of service.	Without undue delay and in any event within sixty (60) days
Medium Risk	A vulnerability that has a medium probability of being exercised.	Without undue delay and in any event within ninety (90) days
Low Risk	A vulnerability that has a low probability of being exercised.	Best efforts to address vulnerability in accordance with Thomson Reuters risk management policies. Depending on the scope of the vulnerability, correction may be addressed in the next scheduled update.

2.10 Personnel Access. Thomson Reuters will implement controls designed to manage its personnel’s access to systems supporting the Services to be granted on a need-to-know basis consistent with assigned job responsibilities, which may include the use of role-based

access controls to help ensure appropriate access rights, permissions, and segregation of duties.

- 2.11 Segregation of Data. Thomson Reuters agrees that Your Data hosted within the Services in a production environment is maintained so as to preserve logical segregation of Your Data from data of others.
- 2.12 Data Removal, Deletion and Destruction. If not otherwise set forth in the applicable Agreement, upon conclusion or termination of the Services at the written request of the Customer, Thomson Reuters will securely destroy and, upon request, confirm the destruction of all copies of Your Data in any electronic or non-electronic form, except (i) for backup or archival copies kept in the normal course of business, including as part of a defined data retention program; or (ii) to the extent necessary to comply with applicable law and regulations.
- 2.13 Adjustment of Data Security Controls. Thomson Reuters will evaluate and may adjust its data security controls in light of: (i) the results of the testing monitoring; (ii) any material changes to Thomson Reuters operations or business arrangements; (iii) the results of risk assessments performed; or (iv) any other circumstances that Thomson Reuters knows or has reason to know may have a material impact on its data security controls.

3. SECURITY QUESTIONNAIRES AND ASSESSMENTS

- 3.1 No more than once per calendar year, Customer may request Thomson Reuters in writing to complete an information security questionnaire, or by way of a secure portal, be provided with a pre-populated security questionnaire in an industry recognized format. Thomson Reuters agrees to respond to such questionnaire as soon as commercially reasonable. Customers who purchase multiple products under one or more agreements will coordinate requests into a single questionnaire per calendar year. You agree that the information contained in such responses are the proprietary and confidential information of Thomson Reuters.
- 3.2 To the extent Thomson Reuters performs and makes available to customers an independent third-party assessment or certification with respect to that service (e.g., ISO 27001, SOC 2), upon Customer's request, Customer may review an available executive summary of the results of such security assessments for the Services containing Your Data. You agree that the information contained in such assessment, certification, or executive summary are the proprietary and confidential information of Thomson Reuters.

4. NOTIFICATION OF SECURITY BREACH

- 4.1 Thomson Reuters will, without undue delay but in any event within seventy-two (72) hours of discovery, notify Customer of a Security Breach. Thomson Reuters agrees that it will not inform any third party of any Security Breach naming you without first obtaining Customer's prior written consent, unless if (i) required by applicable law or regulation; or (ii) such disclosure is in furtherance of a Thomson Reuters security breach investigation or the execution of its response plan.
- 4.2 In the event of any such Security Breach, Thomson Reuters will take commercially reasonable measures and actions to remedy or mitigate the effects of the Security Breach and will perform a root cause analysis to identify the cause of such Security Breach.

- 4.3 Upon Customer's reasonable request, Thomson Reuters may provide documentation related to such Security Breach, including, to the extent known, a summary of the cause of such Security Breach and steps taken to remedy the Security Breach and to prevent a reoccurrence. Thomson Reuters will reasonably cooperate with Customer in seeking injunctive or other equitable relief against any third party deemed responsible or complicit in the Security Breach.
- 4.4 If legally permitted, in the event of a Security Breach, Thomson Reuters agrees to reasonably cooperate with Customer with protecting its rights relating to the use, disclosure, protection, and maintenance of Your Data.

5. BUSINESS CONTINUITY AND DISASTER RECOVERY

Thomson Reuters will, at all times while this Agreement is in effect, maintain a Business Continuity and Disaster Recovery Plan. Thomson Reuters will perform periodic testing of its Business Continuity and Disaster Recovery Plan to confirm its effectiveness. Upon Customer request, Thomson Reuters will provide a high-level report about the outcome of its latest Business Continuity and Disaster Recovery Plan test.

6. SERVICES RESILIENCE

- 6.1 Thomson Reuters will use commercially reasonable efforts to restore the Services by having offline backups of application data, infrastructure components and configuration settings.
- 6.2 Thomson Reuters will use commercially reasonable efforts to protect Services that host or process Your Data against denial-of-service attacks by implementing denial-of-service mitigation solutions.

7. SHARED SECURITY OBLIGATIONS

You agree that you are responsible for all transactions that occur on your account and that it is your responsibility to ensure that you and your users use unique usernames and strong passwords for each account used to access the Services. You agree that you and your users must hold in confidence all usernames and passwords used for accessing the Services, and each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. You also agree to enroll and require your personnel and other users to enroll in multi-factor authentication ("MFA") where made available to you, and you are responsible for all transactions and other activity that would have been prevented by the proper use of MFA. Additionally, you will notify Thomson Reuters if you become aware of any unauthorized third-party access to Thomson Reuters data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

8. BACKGROUND CHECKS

Employment background checks serve as an important part of Thomson Reuters selection process. Verifying background information validates a candidate's overall employability or an employee's suitability for a particular assignment. Depending on the country and position at issue, to the extent as is customary and permitted by law, all Thomson Reuters

background checks may include identification verification, prior employment verification, criminal background information, global terror/sanctions checks and education verification. Thomson Reuters agrees to use qualified information security personnel to perform data security services.

9. DEFINITIONS

- (i) **“Agreement”** means the underlying agreement between Thomson Reuters and Customer for the provision of Services that references and incorporates this Addendum.
- (ii) **“Business Continuity and Disaster Recovery Plan”** means a business continuity, contingency and disaster recovery activation plan to minimize disruption in and reinstate the operation of the use of the Services by you due to a disaster or similar event.
- (iii) **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- (iv) **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Agreement.
- (v) **“Property”** means our property, which includes, but is not limited to, our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- (vi) **“Security Breach”** means a confirmed breach of security that results in the unauthorized destruction, loss, alteration, disclosure of, or access to Your Data where such breach of security is likely to result in a significant risk of harm to you or your Data Subject(s) or where Thomson Reuters is required by applicable data protection law to notify you thereof.
- (vii) **“Services”** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters that are detailed in the applicable Agreement.
- (viii) **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- (ix) **“Your Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services. For clarity, Your Data does not include any information belonging to Thomson Reuters or its licensors, including without limitation: any content provided by Thomson Reuters as part of the Services, authentication and security information, billing and customer relationship information, marketing information, and Usage Information.

Appendix C – Optional Services

WEST PUBLISHING CORPORATION OPTIONAL SERVICES

West Publishing Corporation, a Thomson Reuters business (WPC) shall deliver the optional services to the City of Los Angeles Office of Finance (LAOOF) its investigative research tool CLEAR™ and integrated SuperSearch.

1. OPTIONAL SERVICES

- A. **CLEAR and SuperSearch.** WPC shall deliver the CLEAR investigative research tool with integrated SuperSearch for up to 10 users

Functionality	Description	Quantity
SuperSearch	WPC's powerful search tool facilitates exploration across the FraudDetect database.	Up to 10 users.
Thomson Reuters Advanced Investigations CLEAR licenses	Thomson Reuters CLEAR® database pulls from over 60 data sources, providing access to billions of records for analytics and reporting. A limited number of Super Users will be able to search across the ID FraudCaster database and public records/social media data access via Thomson Reuters CLEAR. Data sources include individual identity and business records, affiliates, linkages, best known address, criminal backgrounds, and information on social media.	Up to 10 Super User licenses
Note: <i>CLEAR licenses are governed by the terms and conditions set forth in the Order Form and Account Validation and Certification Form.</i>		

B. Trial Period:

- 1) WPC will offer a 30-day trial of CLEAR if requested by LAOOF

Agreed to and accepted by:

West Publishing Corporation

City of Los Angeles Office of Finance

By: _____
 Printed: _____
 Title: _____

By: _____
 Printed: _____
 Title: _____

Appendix D – Order ID: Q-10369703



**Thomson
Reuters™**

Order Form

Order ID:Q-10369703

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

Subscriber Information

Sold To Account Address

Account #: 1005642527
LOS ANGELES FINANCE DEPT
ACCOUNTS PAYABLE
1828 SAWTELLE BLVD STE 102
LOS ANGELES CA 90025-3199 US

“Customer”

Shipping Address

Account #: 1005642527
LOS ANGELES FINANCE DEPT
ACCOUNTS PAYABLE
1828 SAWTELLE BLVD STE 102
LOS ANGELES CA 90025-3199 US

Billing Address

Account #: 1005642527
LOS ANGELES FINANCE DEPT
ACCOUNTS PAYABLE
1828 SAWTELLE BLVD STE 102
LOS ANGELES, CA 90025-3199 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”.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) 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 (<http://tr.com/us-general-terms-and-conditions>) 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)
41308780	CLEAR Proflex	\$2,524.00	36

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.

Miscellaneous

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

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 subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

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

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.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

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 <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges 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 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-10369703

ACKNOWLEDGEMENT Q-10369703

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/18/2025 CT.



Attachment

Order ID:Q-10369703

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

Order ID: Q-10369703

Payment, Shipping and Contact Information

Payment Method:

Payment Method: Bill to Account
 Account Number: 1005642527
 This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name:Kachanyan, Yestera
 Email:yestera.kachanyan@lacity.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005642527	LOS ANGELES FINANCE DEPT	1828 SAWTELLE BLVD STE 102 LOS ANGELES CA 90025-3199 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
10	Seats	41448992	CLEAR for Government Fraud
10	Seats	42559626	CLEAR GOVERNMENT RISK INFORM PREMIUM PLUS ADD SEAT BUNDLE
10	Seats	41951223	CLEAR Government Business Credit Reports Pro Addon
3	Seats	43019697	CLEAR ADVERSE MEDIA WITH SANCTIONS ADD SEAT
50	Alerts	43019698	CLEAR ADVERSE MEDIA WITH SANCTIONS ALERTS ADD

Account Contacts

Contact Name	Email Address	Customer Type Description
Yestera Kachanyan	yestera.kachanyan@lacity.org	CLEAR PRIMARY CONT
Yestera Kachanyan	yestera.kachanyan@lacity.org	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	111.111.111.111				

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$2,524.00	5.00	\$2650.20	5.00	\$2782.71	N/A	\$N/A	N/A	\$N/A

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

ATTACHMENT A

Standard Provisions for City Contracts

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement (“RAMP”) at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: THOMSON REUTERS, WEST PUBLISHING CORPORATION Date: 9/23/2025

Agreement/Reference: TAX AUDIT CASE SELECTION AND MANAGEMENT SYSTEM SERVICES

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City
 Longshore & Harbor Workers
 Jones Act

General Liability City of Los Angeles must be named as an additional insured party 1,000,000

Products/Completed Operations
 Sexual Misconduct _____
 Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

Professional Liability (Errors and Omissions) 1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage
 Boiler and Machinery
 Flood _____
 Builder's Risk
 Earthquake _____

____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** _____

____ **Crime Insurance** _____

Other: Provided to: Ricardo Estrada, Office of Finance 213-648-8713

- 1) Professional Liability to include Cyber Liability and Data Breach
- 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.