

AGREEMENT FOR LEGAL CASE MANAGEMENT SOFTWARE, LICENSING SUBSCRIPTIONS, AND RELATED SERVICES

This Agreement for Legal Case Management Software, Licensing Subscriptions, and Related Services ("Agreement") is made and entered into as of _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and West Publishing Corporation dba Thomson Reuters-West or West, a Thomson Reuters business or Thomson West or West Group, a Minnesota corporation ("Provider").

WITNESSETH:

WHEREAS, the City requires a legal case management software and related licensing subscriptions, services, and training ("Product and Services"), as more particularly described in Exhibit A ("Statement of Work") and Exhibit B ("Quotes"); and

WHEREAS, Provider represents that it the authorize seller of legal case management software and related licensing subscriptions and that it has the experience, knowledge, labor, and skill to provide the services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A, Exhibit B, and the terms, conditions and covenants set forth in this Agreement. Unless otherwise provided for in the Thomson Reuters General Terms and Conditions, any modification to Products and Services provided under this Agreement must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Products and Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect until September 30, 2025 ("Term"), unless earlier terminated in accordance with the terms herein. All Products and Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

Provider will provide the Products and Services in the amount of one-hundred fourteen thousand six hundred and sixty-six dollars and 00/100 (\$114,666.00), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic

progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

Term	Annual Amount
Effective date-September 30, 2023	\$41,412.00
October 1, 2023- September 30, 2024	\$35,733.60
October 1, 2024- September 30, 2025	\$37,520.28
TOTAL:	\$114,665.88

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its reasonable discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by

members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentionally tortious acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Products and Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following Provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Provider shall endeavor to provide 30 days' written notice of cancellation.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to by the City.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Marie Leake
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633- 2440

To Provider: West Publishing Corporation dba Thomson Reuters-
West or West, a Thomson Reuters business or
Thomson West or West Group
Attention: Michael Toolson
300 Colonial Center Parkway, Suite 100
Roswell, GA 30076
Phone: (562) 537-8608

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Not used.

11.2. Safety Equipment. Not used.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment or exhibit, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Notwithstanding the foregoing, Provider may assign or transfer this Agreement or any rights and obligations hereunder in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or More products or services.

13.3. Amendment. Unless otherwise provided for in the Thomson Reuters General Terms and Conditions, this Agreement may be amended or modified only by a writing Executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be Deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. Neither party shall be liable to the other party, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports supplied to Provider by the City or produced solely and uniquely for the City by Provider pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section excludes Provider's pre-existing intellectual property shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City

does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

West Publishing Corporation dba Thomson
Reuters-West or West, a Thomson Reuters
a Thomson Reuters business or Thomson
West or West Group
a Minnesota corporation

By: _____
John J. Lee, Mayor

By: Charles B. Mikesell
Name: Charles B. Mikesell
Title: SCM Consultant

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Statement of Work

Please see the attached page(s).



Thomson Reuters – HighQ Professional Services Statement of Work

This Statement of Work (“SOW”) is subject to the ordering document that references it (the “Agreement”), which sets out the terms and conditions under which Thomson Reuters (“TR”) will provide Customer the Services described in this SOW (“Professional Services”).

Account Number	1000575939
Customer Name	North Las Vegas City Attorney's Office
Agreement	Q-03883531
Service Implemented	<ul style="list-style-type: none">• Application Setup• Product Training• Document Automation Training• Configuration Guidance and Consultation• Single Sign-On (ADFS or Azure)

Project Scope

A. Included within the scope of Professional Services

Professional Service	Description	Location
Application Setup	<p>TR will deploy the production environment Collaborate application for Customer on a URL determined by Customer (see URL and Context Name knowledge article).</p> <p>Basic branding is applied as standard to the production environment:</p> <ul style="list-style-type: none">• Login page• System header• Common links and action buttons (main action color)• Customer logo across the system	Remote from TR offices
Product Training	<p>TR offers on-boarding services & training sessions that are available for site and system administrative-level staff as part of the client onboarding process. Trainings will prepare you to create, configure and administer sites within your own instance. It is not aimed at end users. The training will equip key personnel in your agency with the skills and knowledge to then complete any further training that may be required. Standard sessions include:</p> <ul style="list-style-type: none">• Collaborate Site Administration• Collaborate System Administration• Collaborate iSheets	Remote from TR offices
Configuration Guidance and Consultation	<p>TR offers on-boarding services that are available for site and system administrative-level staff as part of the HighQ implementation New HighQ Instance implementation up to 12 hours.</p> <p>Optimal implementation sessions are train-the-administrator sessions (to develop the admins into super-users a.k.a. power-users) and not aimed at end-users. Implementation sessions led by TR with site and system admin staff in attendance include guidance on creating and customizing a HighQ site for a chosen use case:</p> <ul style="list-style-type: none">• Matter or intake iSheet• Folder structure and smart folders• Users, groups & permissions configuration• Tasks and events• Basic workflow set-up• Dashboards and data visualization <p>TR will also provide:</p> <ul style="list-style-type: none">• Coordination with Technical Services for integrations, connectors (if in scope)• Test support & troubleshooting guidance• Deployment/roll-out guidance	Remote from TR offices

Document Automation Author Training	<p>Training to include: Doc Auto integration overview and configuration assistance</p> <p>Doc Auto Author training 6 hours which includes:</p> <ul style="list-style-type: none"> • Doc Auto overview, including Practical Law templates (if applicable) • Training on creating templates, sub-templates & questionnaires, including repeats • Training on management of templates • Template author assistance for one (1) agreed-upon document 	Remote from TR offices
Single Sign-on (ADFS or Azure)	<p>HighQ requires a prerequisite call with the Client to determine that the Client has a compatible setup for the SSO configuration. If at this stage the scope is deemed to be outside of that set out in this SOW a new SOW will be required for this configuration.</p> <p>HighQ shall configure the HighQ Hub with the IP range and ADFS xml file as provided by the Client on request of HighQ.</p> <p>Test SSO functions as expected using a test account</p>	Remote from TR offices

B. Not included within the scope of Professional Services

Anything not explicitly described in the Project Scope section shall be considered out-of-scope for the purposes of this SOW, including but not limited to:

- Data Migration
 - Legal Advice
 - Integrations or API Consultation
- (collectively, “**Out-of-Scope Items**”).

Any requests to perform Out-of-Scope Items, or any other changes to the Services must be agreed in writing between TR and the Customer, and if such changes result in additional costs, will require a new ordering document.

C. Roles & Responsibilities

Project Activity	Customer	TR
Project Management, Administration & Guidance	S	R
Product Administrator Training	S	R
HighQ Configuration Consultation Sessions	S	R
HighQ Use Case Design + Configuration	R	S
Workflow & System Configuration Testing	R	S
End user On-boarding Sessions	R	S
Production Readiness, Go-Live Timing & Communication	R	S
Go-Live Support, Post Go-Live Support, Transition to Account Manager & Support	S	R

R – Responsible, S – Support

Customer Roles and Responsibilities Description

1. Customer will support TR’s project management activities.
3. Customer will attend scheduled consultation and product training sessions led by TR.
4. Customer will have primary responsibility for design and configuration of their HighQ instance.
5. Customer will have primary responsibility for conducting workflow and system configuration testing.
6. Customer will have primary responsibility for end user on-boarding sessions.
7. Customer will be responsible for all Go-Live decisions including cutover schedule, timing and communications to relevant parties.

D. Timelines.

Upon execution of the Agreement, the services start date can be scheduled and agreed between the parties. Please note HighQ Professional Services typically have a 10-day lead time, as such the project start date may be up to 2 weeks after execution of the Agreement.

Dependencies

To support delivery of the Professional Services, the Customer agrees to:

1. Pre-requirements: Read and agreed to be bound by; the HighQ pre-requirements documentation for the application, and the pre-requirements for the HighQ Appliance server.
2. Resources: Allow TR access to the appropriate individuals during the duration of the Professional Services. Primary participants will be those individuals responsible for general business requirements and specific use cases.
3. Dependencies: The Professional Services fees are based on the assumption that TR will have timely and accurate information and other deliverables and dependencies from the Customer.
4. Remote Access: As required by TR in order to fulfil its obligations under this SOW, the Customer shall setup remote access before the start of the Professional services or as agreed between the parties.
5. Remote Desktop: When necessary Remote Desktop access to all necessary machines, including the Customer's designated servers facilitating TR applications, must be in place prior to the project start date.

Without prejudice to any other right or remedy available to TR, TR will not be liable for any failure to comply with any timetable or any other obligation under the Agreement, if such failure is as a result of Customer's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

Support

TR will work with the Customer during the implementation of the Professional Services until the systems go live (which is when TR concludes the Configuration Guidance and Consultation related to your enablement experience). Any post system go live support requests should be directed to the TR Support team in accordance with TR support terms under the applicable Agreement.

Charges

This section describes the Professional Service fees and other charges under this SOW (collectively, "**Charges**"). TR has scoped the pricing for Professional Services under this SOW on the basis of information described in this SOW or provided by Customer. Should any of these assumptions prove to be false or change during the project, a separate SOW and ordering document will be required.

Charges	Cost
HighQ Collaborate Implementation Services	\$6,000
HighQ Document Automation Author Training	\$1,380

Travel and Expenses. In addition to the Charges stated above, Customer will reimburse TR for all reasonable expenses related to the performance of the Professional Services, including (without limitation) reasonable actual charges for third-party materials, accommodation, travel expenses and other reasonable out-of-pocket expenses.

EXHIBIT B

Quotes

Please see the attached page(s).

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THOMSON REUTERS™

Order Form**Order ID: Q-03883531**

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

Account Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS NV 89030-5875 US

“Customer”

Shipping Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS NV 89030-5875 US

Billing Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS, NV 89030-5875 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”.

The Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Professional Services		
Material #	Product Name	Charges
42810854	HQ DOC AUTO AUTHOR TRAINING REMOTE	\$1,380.00
30830505	HIGHQ PLATFORM SETUP	\$6,000.00

Statement of Work. If applicable, the scope of Professional Services and expected charges will appear on a separate Statement of Work (“SOW”), which is incorporated by reference and made part of this Order Form. The effective start date for Professional Services will be the date of your signature to this Order Form unless the SOW specifies a different effective start date, in which case SOW effective date will govern.

Miscellaneous

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.

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 will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Acknowledgement: Order ID: Q-03883531

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 10/17/2022.



THOMSON REUTERS™

Attachment

Order ID: Q-03883531

Contact your representative kristina.tierney@thomsonreuters.com any questions.
Thank you.

Payment, Shipping, and Contact Information

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Bonner, Tammy

Email: bonnertm@cityofnorthlasvegas.com

eBilling Contact

Contact Name Tammy Bonner

Email bonnertm@cityofnorthlasvegas.com



Order Form

Order ID: Q-03284732

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

Account Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS NV 89030-5875 US

“Customer”

Shipping Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS NV 89030-5875 US

Billing Address

Account #: 1000575939
NORTH LAS VEGAS CITY ATTORNEY
2250 LAS VEGAS BLVD N STE 810
NORTH LAS VEGAS, NV 89030-5875 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”.

The Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for Details

Material #	Product	Charges by Billing Freq	Minimum Term (Months)	Billing Frequency
40757482	West Proflex	\$2,836.00	36	Monthly

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

Bridge Terms

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

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and will be billed Monthly. Your 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 counting from the first day of the month following the Effective Date. Your Charges for each month 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 Charges for each month 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 Charges Per Billing Frequency at least 60 days before each Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

Additional Product Info

*For any HighQ Additional Storage products above, the Unit/Type “Seats” means “GB”.

For each Document Automation Core Internal User (“Authorized User” or “User”) you may allow access to Document Automation to up to 5 Designated Other Users.

Included with your HighQ subscription is 1GB of storage and 5 Designated Other Users per each Core Internal User license, and 500,000 OCR pages.

Miscellaneous

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.

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 will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Amended Terms and Conditions

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

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

Acknowledgement: Order ID: Q-03284732

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 10/17/2022.



Attachment

Order ID: Q-03284732

Contact your representative kristina.tierney@thomsonreuters.com any questions.
Thank you.

Payment, Shipping, and Contact Information

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Bonner, Tammy

Email: bonnertm@cityofnorthlasvegas.com

eBilling Contact

Contact Name Tammy Bonner

Email bonnert@cityofnorthlasvegas.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000575939	NORTH LAS VEGAS CITY ATTORNEY	2250 LAS VEGAS BLVD N STE 810 NORTH LAS VEGAS NV 89030-5875 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
14	Users	30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB
14	Users	42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB
1,000	GIGABYTES	30830565	HIGHQ ADDITIONAL STORAGE SUB
14	Users	30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3- 4*	Year 4 Charges per Billing Freq	% incr Yr 4- 5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,836.00	5.00%	\$2977.80	5.00%	\$3126.69	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

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