COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL

DATE:	February 14, 2022
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Case Management System
CONTRACT NUMBER:	2199A
COMMODITY CODE:	920.02
CONTRACT PERIOD:	May 1, 2022 through April 30, 2027
RENEWAL OPTIONS:	Five one-year renewal options through 2032
USER DEPARTMENT:	County Attorney's Office
Contact Name:	Ryan Murphy
Phone Number:	804.501.4961
Email Address:	mur047@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	West Publishing Corporation, d/b/a West, a Thomson Reuters business
Address:	610 Opperman Drive
City, State:	Eagan, MN 55123
Contact Name:	Sharon Cole
Phone Number:	919.410.4635
Email address:	sharon.cole@thomsonreuters.com
ORACLE SUPPLIER NUMBER:	106270
BUSINESS CATEGORY:	Non-SWAM
PAYMENT TERMS:	net 45
DELIVERY:	Per contract
FOB:	Destination
BUYER: Name:	Oscar Knott, CPP, CPPO, VCO
Title:	Purchasing Director
Phone:	804.501.5649
Email:	kno008@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 2199A

This Non-Professional Services Contract (this "Contract") entered into this 9th day of February 2022, by West Publishing Corporation, d/b/a West, a Thomson Reuters business (the "Contractor") and the County of Henrico, Virginia (the "County").

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 21-2199-7JOK, as modified by Addendum No. 1 (the "Request for Proposals"), for a case management system.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide products and services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be pursuant to Contractor's Order Form, Order ID: Q-01540138 (Exhibit C). In addition, the Contractor offers professional services, which the County may request as needed during the Contract Term. If the County requests professional services, the parties will negotiate a statement of work specifying the scope of professional services and applicable fees, which will be made part of this Contract by written amendment.

CONTRACT TERM: The initial Contract term shall be for a period of 60 months following the Bridge Term (as defined in Exhibit C). Notwithstanding the previous sentence, the County may opt out of the Contract by providing 30 days prior written notice to be effective at the end of the second, third, fourth, or fifth 12-month period, as applicable. The County may renew the Contract for up to five additional 12-month periods (each, a "Renewal Term") by giving 30 days' written notice before each Renewal Term. Contractor shall notify the County of any changes to pricing at least 90 days before each Renewal Term begins. Either party may cancel in writing at least 60 days before a Renewal Term starts.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents and provisions listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The Negotiated Modifications (Exhibit A).
3. Section V, General Contract Terms and Conditions, of RFP No. 21-2199-7JOK, including Section V.PP added by Addendum No. 1 dated September 10, 2021.
4. License Agreement Addendum (Exhibit B).
5. Contractor's Order Form and Addendum, Order ID: Q-01540138, including the following documents:
    a. HighQ Product Specific Terms, Version 1.3, May 2021
    b. HighQ Information Security Controls, Version 1.0, April 2020
    c. HighQ Service Availability, Maintenance and Support, Version 1.1, July 2021
    d. Thomson Reuters General Terms and Conditions, Version 3.0, Last Modified: August 3, 2021

(collectively, Exhibit C).

6. Contractor's Best and Final Offer dated November 29, 2021, as amended by letter dated December 3, 2021 (Exhibit D).
7. Contractor's Original Proposal dated September 21, 2021 (Exhibit E).
8. Section II, Scope of Services, of RFP No. 21-2199-7JOK.

APPLICABLE LAW: The laws of the Commonwealth of Virginia, without giving effect to its choice of law principles, govern this Contract. Any legal action, equitable cause, or other judicial proceeding with respect to this Contract must be brought in the courts of the Commonwealth of Virginia in the County of Henrico and in no other courts. By signing this Contract, each party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

West Publishing Group (DBA) West, a Thomson Reuters business 610 Opperman Drive Eagan, MN 55123	County of Henrico, Virginia P.O. Box 90775 Henrico, VA 23273-0775
Signature	Signature
Alejandro Medrano, Assistant Secretary Printed Name and Title	Oscar Knott, CPP, CPPO, VCO Purchasing Director
02/07/2022 Date	2/9/22 Date

APPROVED AS TO FORM

Ry P Murphy 02/08/22
Assistant COUNTY ATTORNEY

Exhibit A

NEGOTIATED MODIFICATIONS TO CONTRACT DOCUMENT Nos. 3, 7 & 8 CONTRACT NO. 2199A

These Negotiated Modifications by and between West Publishing Corporation, d/b/a West, a Thomson Reuters business (the "Contractor") and the County of Henrico, Virginia (the "County") are hereby incorporated into Contract No. 2199A (the "Contract") for Case Management System as of the effective date of the Contract.

WHEREAS, the County and the Contractor desire to modify the final terms and conditions of (a) the Scope of Services, Section II of RFP No. 21-2199-7JOK (Contract Document No. 8), (b) Contractor's Original Proposal dated September 21, 2021 (Contract Document No. 7), and (c) the General Contract Terms and Conditions, Section V of RFP No. 21-2199-7JOK (Contract Document No. 3) as described in the following paragraphs.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that Contract Document Nos. 3, 7, and 8 are modified as follows as of the date of the Contract:

1. Section II.D ("Confidentiality and Non-Disclosure") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

> D. Confidentiality and Non-Disclosure. The parties agree that Section 6 of the Thomson Reuters General Terms and Conditions, Version 3.0, Last Modified August 3, 2021 ("Thomson Reuters General Terms and Conditions"), govern obligations of confidentiality and non-disclosure, except that:
>
> (i) Contractor's obligations with respect to County records protected by the attorney-client privilege or work-product privilege, County records containing personally identifiable information, or other County records of a confidential or sensitive nature shall continue for three (3) years after the termination of the Agreement or until the records are no longer deemed confidential under applicable law, whichever occurs last, and
>
> (ii) Contractor acknowledges and agrees that the County is subject to the Virginia Freedom of Information Act ("FOIA"), and the County's obligations under Section 6 of the Thomson Reuters General Terms and Conditions are subject to its obligations under FOIA. Contractor shall, prior to or upon submitting proprietary or confidential information to the County, (a) identify the proprietary or confidential information,

(b) state the reasons why protection is necessary, and (c) invoke the protections of Section 2.2-4342(F).

Contractor shall ensure that its personnel adhere to the duty of confidentiality and non-disclosure set forth in Section 6 of the Thomson Reuters General Terms and Conditions, and Contractor shall use the County's data, information, materials, and other content uploaded or submitted to HighQ only for the purpose of performing its obligations under the Contract in accordance with the HighQ Product Specific Terms, Version 1.3, May 2021 ("HighQ Product Specific Terms") and the Thomson Reuters General Terms and Conditions.

Attachment H ("Non-Disclosure Agreement") to RFP No. 21-2199-7JOK is deleted. The parties agree that this section 1 resolves the first and second exceptions under Tab 7, on page 58, of the Contractor's Original Proposal dated September 21, 2021.

2. Section II.K ("Contract Expiration/Termination") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

K. Contract Expiration/Termination. The County intends to enter into a Contract (including all license agreements and software/hardware maintenance agreements) for a period of five years beginning with final acceptance of the Case Management System. Thereafter, the County may elect to renew the Contract on an annual basis for up to five one-year renewal periods. In the event of Contract expiration or termination (or in the event the Successful Offeror plans to cease supporting or hosting the Case Management System), the Successful Offeror shall:

1. Cooperate with the County and exercise its best efforts to implement an orderly and efficient transition to a successor.

2. Make all County data available to a successor in a usable format at an appropriate time to facilitate the transition to a successor.

3. Furnish all necessary phase-in/phase-out services after the Contract expires, except that the Successful Offeror will not be required to provide staffing for document migration during the transition phase.

Exhibit A

The parties agree that this section 2 resolves the third exception under Tab 7, on page 58, of the Contractor's Original Proposal dated September 21, 2021.

3. Section V.F ("Default") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

F. Default.

1. If the Successor Offeror defaults (including, but not limited to, failure to deliver services, failure to complete implementation, or if the services fail to perform as specified), the County may provide the Successful Offeror with written notice of default. If the Successful Offeror fails to cure the default within 30 days of such notice, the County may terminate the Contract immediately subject to paragraph 2 of this section.

2. If a default cannot reasonably be cured within the 30-day period provided in paragraph 1 of this section, the Successful Offeror shall, within 30 days of notice of such default, provide a plan to correct the default within a period not to exceed 180 days.

3. If the County terminates the Contract, the County will be entitled to a refund of any charges prepaid by the County for any services not provided satisfactorily by the Successful Offeror. The Successful Offeror will be paid by the County for all scheduled services completed satisfactorily by the Successful Offeror up to the termination date.

The parties agree that this section 3 resolves the fourth exception under Tab 7, on page 58, of the Contractor's Original Proposal dated September 21, 2021.

4. Section V.M ("Assignment") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

M. Assignment of Contract. Following notice to the County, the Successful Offeror may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Successful Offeror's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract and provided that the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Successful Offeror may assign all or any of its rights

and obligations to an affiliate of Successful Offeror, provided that Successful Offeror remains liable for the affiliate's compliance with the terms and conditions set forth in the Contract.

The parties agree that this section 4 resolves the fifth exception under Tab 7, on page 58, of the Contractor's Original Proposal dated September 21, 2021.

5. Section V.N ("Indemnification") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

N. Indemnification. The Successful Offeror will indemnify, defend, and hold harmless the County (including Henrico County Public Schools) and the County's officers, agents, and employees (collectively, the "Indemnified Parties") from and against any claim, loss, damage, liability, and expense (including reasonable attorneys' fees) arising from (i) bodily injury or property damage caused by the negligent or wrongful act, error, or omission of the Successful Offeror, or (ii) the violation of any applicable law or regulation by the Successful Offeror, or any of the Successful Offeror's employees, officers, contractors, agents, or others for which the Successful Offeror is legally responsible or who were otherwise acting on the Successful Offeror's behalf. Section 8(a) of the Thomson Reuters General Terms and Conditions shall not, in any manner, limit the Successful Offeror's obligation to indemnify, defend, and hold harmless each of the Indemnified Parties under this section or elsewhere in the Contract.

Section V.LL of RFP No. 21-2199-7JOK governs the Successful Offeror's indemnification obligations with respect to claims of infringement.

The parties agree that this section 5 resolves the sixth exception under Tab 7, on pages 58-59, of the Contractor's Original Proposal dated September 21, 2021.

6. Section V.S ("Record Retention and Audits") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

S. Record Retention and Audits.

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years

from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendment and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County during the Successful Offeror's normal working hours no later than 30 days following a request by the County.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Such records shall be available to the County during the Successful Offeror's normal working hours no later than 30 days following a request by the County.

The parties agree that this section 6 resolves the seventh exception under Tab 7, on page 59, of the Contractor's Original Proposal dated September 21, 2021.

7. Section V.X ("Termination") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

X. Termination of Contract.

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County, subject to Section V.F ("Default").

3. If the County terminates the Contract, the County will be entitled to a refund of any charges prepaid by the County for any services not provided satisfactorily by the Successful Offeror. The Successful Offeror will be paid by the County for all

scheduled services completed satisfactorily by the Successful Offeror up to the termination date.

The parties agree that this section 7 resolves the eighth exception under Tab 7, on page 59, of the Contractor's Original Proposal dated September 21, 2021.

8. Section V.KK ("Upgrades") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

KK. Maintenance and Support. The Successful Offeror shall maintain and support the products and services provided under the Contract in accordance with the HighQ Service Availability, Maintenance and Support agreement, Version 1.1, July 2021. Maintenance releases (including, but not limited to, changes, bug fixes, releases, updates, versions, and other enhancements to functionality) will be provided at no additional cost to the County.

The parties agree that this section 8 resolves the eleventh exception under Tab 7, on page 59, of the Contractor's Original Proposal dated September 21, 2021.

9. Section V.LL ("Indemnification from Claims of Infringement") of RFP No. 21-2199-7JOK is deleted and replaced in its entirety with the following:

LL. The Successful Offeror shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools) and the County's officers, agents, and employees (collectively, the "Indemnified Parties") from all claims that the Case Management System or related services provided under the Contract violate or infringe upon any patent, copyright, trade secret, or any other intellectual property rights of a third party, provided that the County gives the Successful Offeror prompt written notice of such claims and permits the Successful Offeror the right to control the defense of such claims and provides the Successful Offeror with all reasonable cooperation. However, without the County's prior written approval, the Successful Offeror shall not enter any settlement that impairs the value or usefulness of the Case Management System or related services that are the subject of the infringement claim or that imposes any obligations on the County. The Successful Offeror shall hold the Indemnified Parties harmless from any and all damages and costs resulting from any final judgment, settlement, or other resolution of such claims of infringement and reimburse the Indemnified Parties

for any direct damages suffered by them as a result of such claims of infringement, including attorneys' fees.

As to the Case Management System or related services provided under the Contract that are, or in the opinion of the Successful Offeror may become, subject to a claim of infringement, the Successful Offeror, at its option, shall obtain the right for the County to continue using the Case Management System or related services, or the Successful Offeror shall replace or modify the same so as to make them non-infringing. If none of the alternatives are available on commercially reasonable terms, the County agrees, upon the Successful Offeror's request, to terminate the Contract and cease using the Case Management System, and the Successful Offeror shall refund to the County any charges prepaid by the County for any unused services.

The Successful Offeror shall not be obligated to indemnify or defend the County from any infringement claim resulting from the County's unauthorized modification or alteration of the Case Management System.

Section 8(a) of the Thomson Reuters General Terms and Conditions shall not, in any manner, limit the Successful Offeror's obligation to indemnify, defend, and hold harmless each of the Indemnified Parties under this section or elsewhere in the Contract.

The parties agree that this section 9 resolves the twelfth exception under Tab 7, on page 59, of the Contractor's Original Proposal dated September 21, 2021.

10. Section V.PP ("Cooperative Procurement") of RFP No. 21-2199-7JOK (Addendum No. 1 dated September 10, 2021) is deleted and replaced in its entirety with the following:

PP. Cooperative Procurement. This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the Contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body that is authorized to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees

be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

The Contractor agrees that other public bodies may utilize the Contract. The pricing in this Contract is specific to the volume, content and parameters outlined in RFP No. 21-2199-7JOK. As such, pricing may differ for another public body unless such entity purchases substantially the same goods and services at the same volume, and under the same parameters. For the avoidance of doubt, the Contractor agrees to allow other state, county, or municipal entities to purchase the goods or services covered by the Contract under the same terms and conditions stated in the Contract. The Contractor will provide those entities with customized price quotes specific to their needs.

The parties agree that this section 10 resolves the fourteenth exception under Tab 7, on page 60, of the Contractor's Original Proposal dated September 21, 2021.

11. Except as modified in these Negotiated Modifications, the Scope of Services, Section II of RFP No. 21-2199-7JOK (Contract Document No. 8) and the General Contract Terms and Conditions, Section V of RFP No. 21-2199-7JOK (Contract Document No. 3) remain in full force and effect.

12. The exceptions in Tab 7, on pages 58-61, of the Contractor's Original Proposal dated September 21, 2021, shall be of no further force or effect. The remainder of the Contractor's Original Proposal dated September 21, 2021, remains in full force and effect.

13. By signing the Contract, the parties have approved these Negotiated Modifications. These Negotiated Modifications are effective as of the date of the last signature to the Contract.

Exhibit B

LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the "**County**"), a political subdivision of the Commonwealth of Virginia, and West Publishing Group, d/b/a West, a Thomson Reuters business ("**Supplier**"), a Minnesota corporation, are this day entering into Contract No. 2199A – Case Management System (the "**Contract**") and, for their mutual convenience, the parties are using the standard form contract ("Order Form – Order ID Q-01540138") provided by Supplier, which includes the following documents: (a) Order Form ID Q-01540138; (b) HighQ Product Specific Terms, Version 1.3, May 2021; (c) HighQ Information Security Controls, Version 1.0, April 2020; (d) HighQ Service Availability, Maintenance and Support, Version 1.1, July 2021; and (e) Thomson Reuters General Terms and Conditions, Version 3.0, Last Modified: August 3, 2021 (collectively, the "**Agreement**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Contract and the Agreement governs the use of any and all software and services licensed by the County under the Contract, the Agreement, and this LAA (the "**Software**").

As used in this LAA, the term "**Agreement**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Agreement and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a Minnesota corporation authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

The Agreement is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Agreement, certain standard clauses may appear in, or be incorporated by reference into, the Agreement that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Agreement are deemed void and will not have any effect and will not be enforceable against the County:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or Agreement or requiring or permitting that any dispute under the Contract or Agreement be resolved in any court other than the state courts located in Henrico County, Virginia. Section 11(d) of the Thomson Reuters General Terms and Conditions will not have any effect and will not be enforceable against the County.
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County if the Contract is terminated before the end of its ordinary term.
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia.
4. Requiring the County to maintain any type of insurance for Supplier's benefit.
5. Granting Supplier a security interest in any property of the County.
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission. Section 8(d) of the Thomson Reuters General Terms and Conditions will not have any effect and shall not be enforceable against the County.
7. Limiting or adding to the time period within which claims can be made or actions can be brought by the Supplier (Reference Title 8.01 of the Code of Virginia).

Exhibit B

8. Limiting the County's selection and approval of counsel and approval of any settlement in any claim arising under the Contract or Agreement and in which the County is a named party.
9. Binding the County to engaging in arbitration or to complying with the decision of any arbitration board, commission, panel or other entity.
10. Obligating the County to pay Supplier's costs of collection or attorney's fees.
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia.
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order or as required for the performance of the Contract and Agreement.
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes and as necessary for the performance of the Contract and Agreement.
14. Requiring the County to limit its rights or waive its remedies at law or in equity.
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County.
17. Limiting the liability of Supplier for property damage, death, or personal injury. This paragraph 17 shall modify Section 8(a) of the Thomson Reuters General Terms and Conditions and shall supersede Section 8(a) of the Thomson Reuters General Terms and Conditions to the extent of any conflict between the provisions.
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, the Agreement, or any of its rights and obligations under the Contract or Agreement, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below.
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA, the Agreement, and the Contract by reference.
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Agreement only to the extent required by § 59.1-501.15 of the Code of Virginia.
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances.
22. Requiring that the County waive its sovereign immunity or other immunities.
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties.
24. Requiring or construing that any provision in the Agreement conveys any rights or interest in the County's data to Supplier, except for the limited license and right provided for in Section 3 of the HighQ Product Specific Terms and Section 2(e) of the Thomson Reuters General Terms and Conditions.
25. Requiring the use of foreign currency. The currency used for the Contract and Agreement will be United States Dollars.
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Agreement are subject to receipt of necessary appropriations from the County's Board of Supervisors, as provided by Virginia law. In the event of non-appropriation of funds for the items under the Agreement, the County may terminate, in whole or in part, the Agreement or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by

Exhibit B

Supplier. The County shall provide written notice to the Supplier as soon as possible after funds have not been appropriated. There will be no time limit for termination due to termination for lack of appropriations.

27. Permitting unilateral modification of the Agreement by Supplier. Section 9(e) of the Thomson Reuters General Terms and Conditions will not have any effect and will not be enforceable against the County.
28. Permitting termination by Supplier of the Agreement or the licenses granted pursuant to the Agreement, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction. Sections 9(b) and 9(c) of the Thomson Reuters General Terms and Conditions will not have any effect and will not be enforceable against the County.
29. Requiring or stating (a) that the terms of the Contract or this LAA are not applicable to the County's purchase of the Software or (b) that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict. The fifth and sixth sentences of the preamble to the Thomson Reuters General Terms and Conditions, the third sentence of Section 7(d) of the Thomson Reuters General Terms and Conditions, and Section 11(k) of the Thomson Reuters General Terms and Conditions will not have any effect and will not be enforceable against the County.
30. Renewing or extending the Agreement beyond the term set forth in the Contract or automatically continuing the Agreement from term to term. The second sentence of Section 9(a) of the Thomson Reuters General Terms and Conditions will not have any effect and will not be enforceable against the County.
31. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Agreement is considered in effect.
32. Delaying the acceptance of the Agreement or its effective date beyond the date of signing.
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Agreement.
34. Permitting modification or replacement of the Agreement pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade.
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights.
36. Prohibiting the County from transferring or assigning to any entity the Agreement or any license to Software granted pursuant to the Agreement.
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County, except for the limited purpose of determining compliance with the Agreement. No more than once every 12 sequential calendar months, Supplier may review the County's books, records, or accounts for compliance with the Agreement after giving the County 30 days prior notice. This paragraph 37 modifies Section 11(c) of the Thomson Reuters General Terms and Conditions and shall supersede Section 11(c) of the Thomson Reuters General Terms and Conditions to the extent of any conflict between the provisions.

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

Exhibit B

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Agreement without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract and the Agreement and provided that the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided that Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in the Contract and the Agreement. Supplier may subcontract any of the services provided under the Agreement provided that (i) Supplier gives the County at least 90 days prior notice, and (ii) the County may terminate the Agreement after giving Supplier 30 days' notice in the event any subcontractor is not acceptable to the County. This paragraph 39 modifies Section 11(a) of the Thomson Reuters General Terms and Conditions and shall supersede Section 11(a) of the Thomson Reuters General Terms and Conditions to the extent of any conflict between the provisions.
40. Supplier will indemnify, defend, and hold harmless the County (including Henrico County Public Schools) and the County's officers, agents, and employees (collectively, the "Indemnified Parties") from and against any claim, loss, damage, liability, and expense (including reasonable attorneys' fees) arising from (i) bodily injury or property damage caused by the negligent or wrongful act, error, or omission of Supplier, or (ii) the violation of any applicable law or regulation by the Supplier, or any of the Supplier's employees, officers, contractors, agents, or others for which the Supplier is legally responsible or who were otherwise acting on the Supplier's behalf. Section 8(a) of the Thomson Reuters General Terms and Conditions shall not, in any manner, limit Supplier's obligation to indemnify, defend, and hold harmless each of the Indemnified Parties under this paragraph 40 or elsewhere in the Contract. Section V.LL of RFP No. 21-2199-7JOK governs the Supplier's indemnification obligations with respect to claims of infringement.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.
44. Supplier acknowledges and agrees that the County is subject to the Virginia Freedom of Information Act ("FOIA") (Va. Code §§ 2.2-3700 et seq.), and all proceedings, records, contracts, and other public records relating to procurement transactions are open to public inspection in accordance with FOIA. Trade secrets or proprietary information submitted in connection with a procurement transaction are not subject to FOIA; provided, however, the Supplier shall (i) invoke the protections of Va. Code § 2.2-4342(F) prior to or upon submission of the trade secrets or other proprietary information; (ii) identify the data or other proprietary information to be protected; and (iii) state the reasons why protection is necessary. This paragraph 44 shall modify Section 6 of the Thomson Reuters General Terms and Conditions and shall supersede Section 6 of the Thomson Reuters General Terms and Conditions to the extent of any conflict between the provisions.
45. Supplier acknowledges and agrees that the County is subject to the Virginia Public Records Act (Va. Code §§ 42.1-76 et seq.) and that the County's obligations under Section 9(d) of the Thomson Reuters General Terms and Conditions are subject to the provisions of the Virginia Public Records Act.

Exhibit B

Together with the Contract, the Agreement and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

West Publishing Group, d/b/a West, a Thomson Reuters Business	County of Henrico, Virginia
Signature	Signature
Alejandro Medrano, Assistant Secretary Printed Name and Title	Oscar Knott, Purchasing Director Printed Name and Title
02/07/2022 Date	2/9/22 Date

APPROVED AS TO FORM

Assistant COUNTY ATTORNEY 02/08/22

THOMSON REUTERS

Order Form Order ID: Q-01540138

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

Account Address
Account #: 1000613950
HENRICO COUNTY
ATTORNEYS OFFICE
PO BOX 90775
HENRICO VA 23273-0775

"Customer"

Shipping Address
Account #: 1000613950
HENRICO COUNTY
ATTORNEYS OFFICE
PO Box 90775
HENRICO VA 23273-0775

Billing Address
Account #: 1000613950
HENRICO COUNTY
ATTORNEYS OFFICE
PO Box 90775
HENRICO, VA 23273-0775

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.

HighQ Products

Material #	Product Name	QTY	Unit/Type	Charges	Minimum Term (Mos.)	Order Type	Billing Frequency
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,516.41	60	Subscription Plus Bridge (see below)	Monthly
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,213.46	60	Subscription Plus Bridge (see below)	Monthly
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$563.00	60	Subscription Plus Bridge (see below)	Monthly
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$122.01	60	Subscription Plus Bridge (see below)	Monthly

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$0.00	2
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$0.00	2

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 changes to your pricing at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Professional Services		
Material #	**Product Name**	**Charges**
30830505	HIGHQ PLATFORM SETUP	$3,000.00

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.

Additional Product Info

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

For each Document Automation Core Internal 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.

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 60 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-01540138

Oscar Knott — **Signature of Authorized Representative for order**

Purchasing Director — **Title**

Oscar Knott — **Printed Name**

2/9/22 — **Date**

This Order Form will expire and will not be accepted after 3/28/2022.

APPROVED AS TO FORM

Assistant COUNTY ATTORNEY 02/08/22

Authorized West Publishing Representative

Signature: Linda M. Burton

Printed Name: Linda M. Burton

Title: SSCMC

Date: 2/8/22

THOMSON REUTERS

Attachment Order ID: Q-01540138

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

Payment, Shipping, and Contact Information

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Ryan Murphy
Email: mur047@henrico.usbro220@henrico.us

eBilling Contact
Contact Name Ryan Murphy
Email **mur047@henrico.us**

Charges During Minimum Term

Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	$1,516.41	3.00%	$1561.90	3.00%	$1608.76	3.00%	$1657.02	3.00%	$1706.73
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	$1,213.46	3.00%	$1249.86	3.00%	$1287.36	3.00%	$1325.98	3.00%	$1365.76
30830565	HIGHQ ADDITIONAL STORAGE SUB	$563.00	3.00%	$579.89	3.00%	$597.29	3.00%	$615.21	3.00%	$633.67
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	$122.01	3.00%	$125.67	3.00%	$129.44	3.00%	$133.32	3.00%	$137.32

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.

THOMSON REUTERS™

Addendum to West Order Form – Order ID: Q-01540138

Subscriber: Henrico County, County Attorney's Office

Account #: 1000613950

1. **Effect of Addendum**. The underlying General Terms and Conditions, Order Form, and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings giving to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form:** This Order Form is part of and subject to the terms and conditions of Contract No. 2199A, dated February___, 2022 between Customer and West Publishing Corporation.

During the Minimum Term, the Monthly Charges for each successive annual period shall increase 3% over the Monthly Charges of the previous 12-month period. Notwithstanding anything to the contrary in the Agreement, you may opt out of this Agreement by providing 30 days prior written notice to be effective at the end of the second, third, fourth and fifth 12-month period.

The Post Minimum Term section in the Order Form is replaced with this section: At the end of the Minimum Term, you may renew your subscription for up to five additional 12-month periods, (each a "Renewal Term"). We will notify you of any changes to your pricing at least 90 days before each Renewal Term begins. Either of us may cancel in writing at least 60 days before a Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

All other terms and conditions of the West Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Accepted By Alejandro Medrano

Title Assistant Secretary

Date 2/07/2022

Subscriber

Signed

Name Oscar Knott, CPP, CPPO, VCO

Title Purchasing Director

Date: 2/9/22

APPROVED AS TO FORM

02/08/22

Assistant COUNTY ATTORNEY

THOMSON REUTERS

Exhibit D

November 29, 2021

Oscar Knott
County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775
Submitted via email: kno008@henrico.us

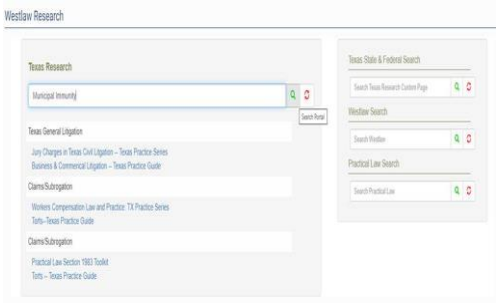
RE: WEST/TR BAFO RESPONSE: RFP 21-2199-7JOK — Case Management System

This BAFO Response is respectfully submitted on behalf of West / Thomson Reuters by Sharon K. Cole, TR Account Manager, Government. This Response includes answers to the follow-up questions from the County's evaluation committee following the HighQ system demonstration on November 8, 2021. West's best and final offer ("BAFO") fee proposal along with updated sample order forms appended in this Response:

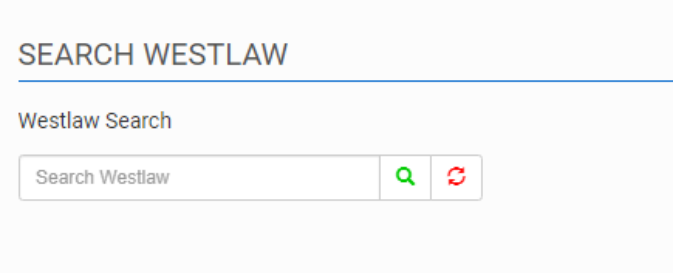
1. The County understands that the 500,000 OCR page limit is annual. Are there additional charges if the limit is exceeded? If yes, please explain how the charges are calculated.

   West Response: Yes, additional annual OCR page capacity is available for HighQ subscribers, purchased in blocks of 500K pages. $833.00/mo. per 500K pages is the additional OCR page capacity rate as of Nov. 2021.

2. During the demonstration, you showed a potential integration with Practical Law. Are there other potential integrations within the Thomson Reuters universe? For example, could HighQ be integrated with Westlaw Edge? Please provide a "menu" of options, including pricing, and indicate any discounts available for bundled services (e.g., bundling HighQ with Westlaw Edge). The pricing should be your BAFO and should include your best price for storage.



West Response: HighQ offers integration with Practical Law on Westlaw, allowing HighQ users to customize, assign, and execute tasks that are set forth in a Practical Law Matter Map template. Westlaw with Practical Law module must be subscribed to utilize this HighQ integration. The Westlaw signon page can also be integrated into a HighQ Dashboard widget:



Additional HighQ integrations with Westlaw are scheduled for development, and HighQ subscribers will receive notifications as future Westlaw integrations are released. HighQ also integrates with TR's Elite 3E Data Insights, which is an attorneys-fees tracking solution that is offered for sale in the law firm market space.

BAFO PRICING: West/TR's bundled services pricing for HighQ and Westlaw services. Sample order forms appended.

BAFO RESPONSE: HIGHQ PRICING / COST PROPOSAL

HighQ Collaborate Premium with Doc Auto and Contract Analysis and Westlaw Edge + Practical Law TR BUNDLED RATE OFFER
• 25 internal user licenses + 125 external users (5 external licenses with every internal user) • 1GB of base storage + 500 GB initial add-on storage • Custom URL selected by the Office • 500,000 OCR pages • Initial 12 month term + 3% annual increases apply at each of four (4) subsequent option terms

BASE PRODUCT LICENSE	Product User License Counts
HighQ base license: Collaborate Premium with Doc Auto and WorkShare Integration	25 Internal HighQ Users (125 External HighQ Users)
Westlaw license: Westlaw Edge National Primary & All Analytical with Practical Law Dynamic	10 Attorney Users 10 Non-Attorney Users
HIGHQ CAPABILITIES	
Essential Security Options	X
File Storage and Sharing	X
Document management	X
Social collaboration	X
Solution Templating	X
Customer Support	X
Configurable site dashboards	X
Customizable content metadata	X
Smart forms & data sheets (iSheets)	X
Shared team calendars	X
Task assignment and tracking	X
AI-based document analysis	X
Data and Metrics visualization	X
Workflow automation	X
Document Automation	X
Additional storage (1 block of 500 GB)	X
HIGHQ MONTHLY RATE (initial term)	$3414.88
HIGHQ ANNUAL RATE (initial term)	$40,978.56
HighQ One-time Implementation Fee* Includes initial setup of the HighQ instance and up to five (5) hours of administrative training, a one-time fee.	$3000.00
WESTLAW MODULES	
WL Edge National Primary (50 States + Federal)	X
All Analytical Enterprise	X
Practical Law with Dynamic Toolset	X
WESTLAW ANNUAL RATE (initial term)	$11,702.40 ($975.20/mo.)

Purchase of Additional Storage: Unlimited storage is available for HighQ subscribers, purchased in blocks of 500 GB. $563.00/mo. per 500GB additional storage rate as of Nov. 2021. TR corporate policy does not allow discounting for additional HighQ storage.

Purchase of Professional Services: TR Professional Services can be procured for direct technical support in establishing API integrations and building of complex workflows @ $225.00/hr. Additional hours of training can be procured for HighQ team assistance in creating complex workflows @ $150.00/hr. Current services rates in Nov. 2021.

Contract Analysis Add-On: $731.00/mo. per seat. Contract Analysis module will satisfy Functional Requirement CI-16: contracts management feature to organize relevant documents, amendments, renewal / expiry reminders, and more.

Active Directory Connector: $650.00 one-time configuration fee.

Westlaw Modules: A proposed standard Westlaw module set is priced for the BAFO bundled rate. Pricing for a different set of Westlaw modules can be presented upon the County's request.

3. In the Cost Proposal, you proposed as a Base Product license "HighQ base license: Collaborate Premium with Doc Auto and WorkShare Integration." Please provide a breakdown of the functionality that (a) Doc Auto and (b) WorkShare add to "Collaborate Premium."

   West Response:
   (a) Doc Auto allows for automated generation of documents either through workflow automation or by custom defined user-events. The information pulls from the data stored in HighQ and can be used with conditional settings or standar automated generation settings.
   (b) Workshare allows users to view the changes to a specific document through redlines and highlights of document versions. Additional available information includes document version timestamp; user-access timestamp and IP address of the document user.

4. Can Thomson Reuters offer a County-hosted version of HighQ?

   West Response: No, HighQ is a no-code, cloud-based service that is not available for on-premise server deployment.

5. What vendor does Thomson Reuters use to host HighQ?

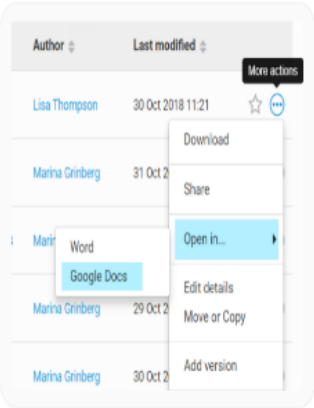
   West Response: Thomson Reuters hosts HighQ on its own private-cloud network located in the United States.

6. Is the HighQ calendar integrated with a user's Outlook calendar?

   West Response: Yes, an RSS feed is available for Outlook calendar integration.

7. Please describe (including screenshots) how a user uses the integration with Google Drive.

Users should go to **Files** and select the file that they want to work on. Click **More Actions** and choose the **Open in Google Docs** option.



Google Docs will open. If you are not logged in you must do so to edit a document. Other users can join the editing session to co-author the document. You can see all users in the editing session in the top right of the screen.

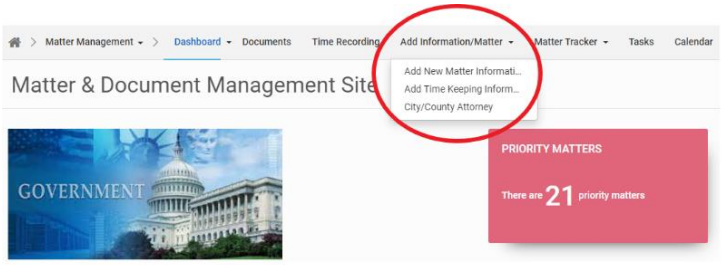
West Response: API integration is not necessary to seamlessly interact with Google Drive. HighQ users can start editing a Google document using Workspace without extra office tools installed on their device. Users have the option to create new office documents using Workspace integration or they can edit existing documents in the file module. Other users can join the editing session and once users have completed working on the document a new version is created in the files module, containing the edits from all users.

8. Please provide screenshots of the interface depicting matter creation and task set up; document storage, searching, and retrieval workflows; Outlook functionality; and site dashboards.

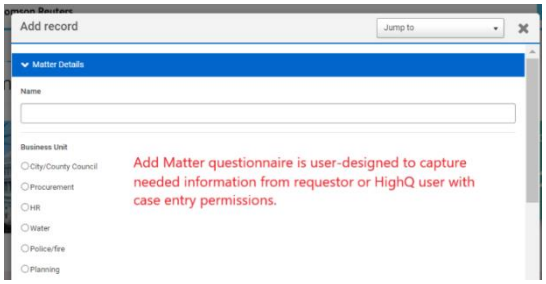
West Response (note that most views are highly customizable and/or template designs can be elected):

(a) Matter Creation (sample template design):

ADD MATTER DROP-DOWN OPTIONS:

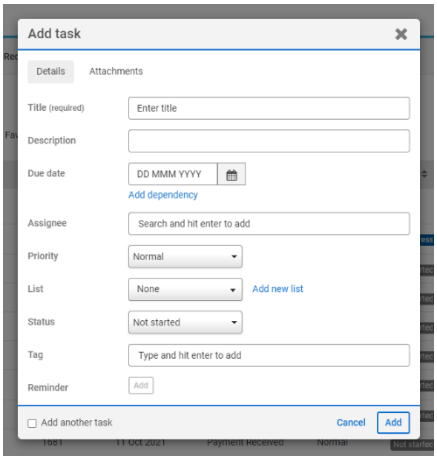


ADD MATTER QUESTIONNAIRE:

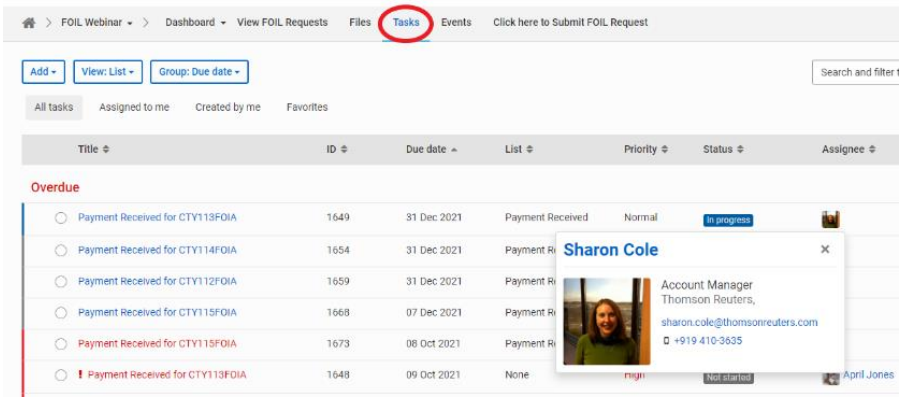


(b) Task Set Up (sample template design):

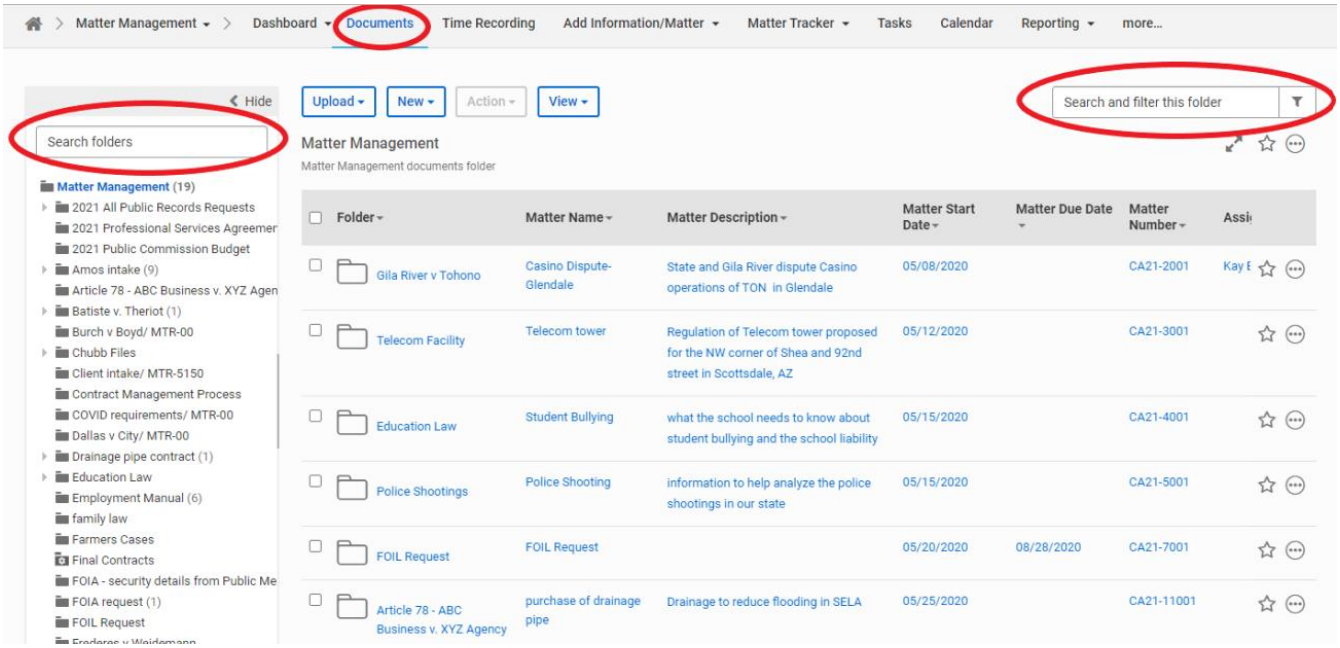
ADD TASK QUESTIONNAIRE:



TEMPLATE DESIGN: TASK MENU:

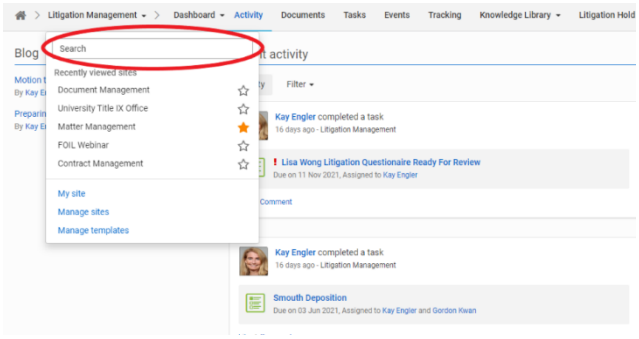


(c) Document Storage (sample template design):

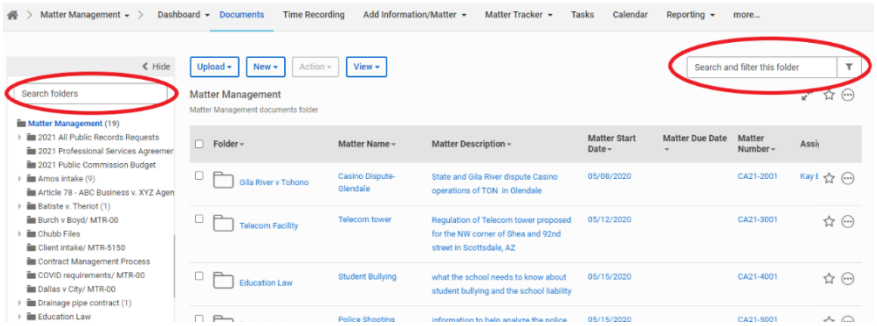


(d) Searching (sample template design):

SEARCH TEXT ACROSS MULTIPLE SITES:

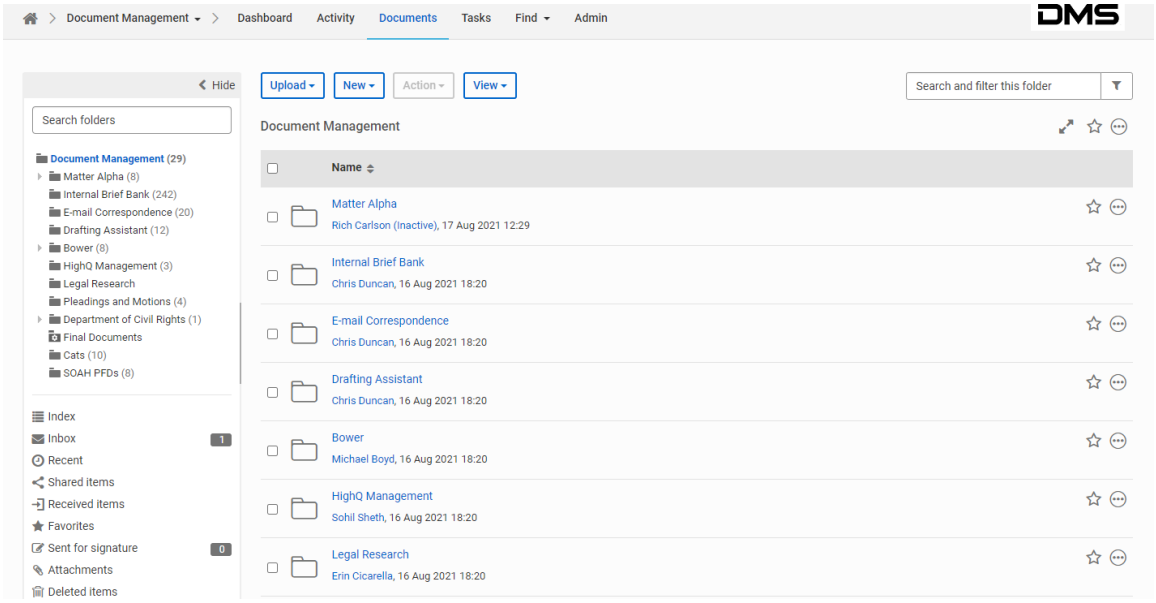


SEARCH TEXT WITHIN DOCUMENT FOLDER(S):



(e) Retrieval Workflows (sample template design):

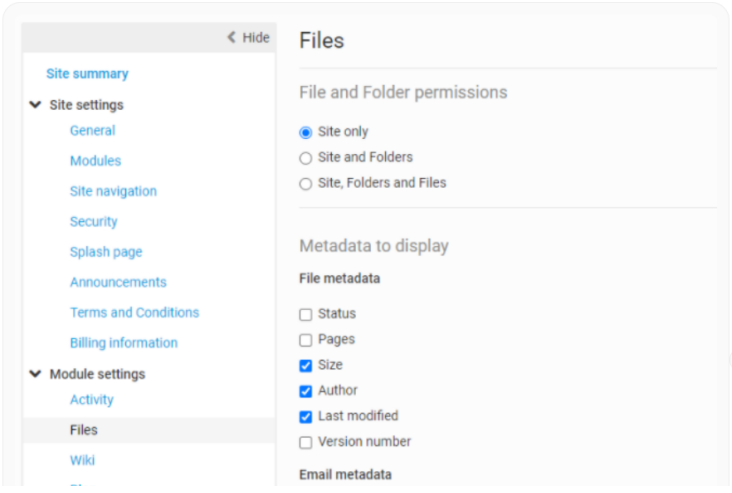
RETRIEVE DOCUMENTS FROM FOLDERS MENU:

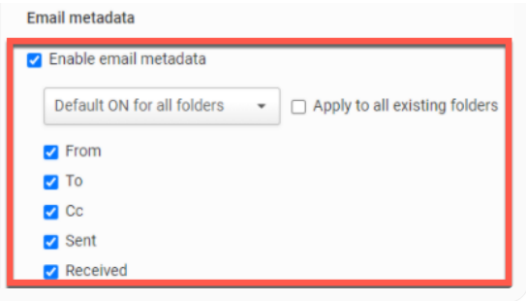


(f) Outlook functionality (HighQ Office plug-in required):

Showing email metadata

As of Collaborate 5.4, we can now import email metadata to be utilised within the Windows Office Plug-In. Within your collaborate instance, click the **Admin** tab in your site. In the **Site admin** page, navigate to **Module settings** > **Files**. The **Files** screen is displayed. Within the **Files** screen, navigate to the **Email metadata section**, shown below:

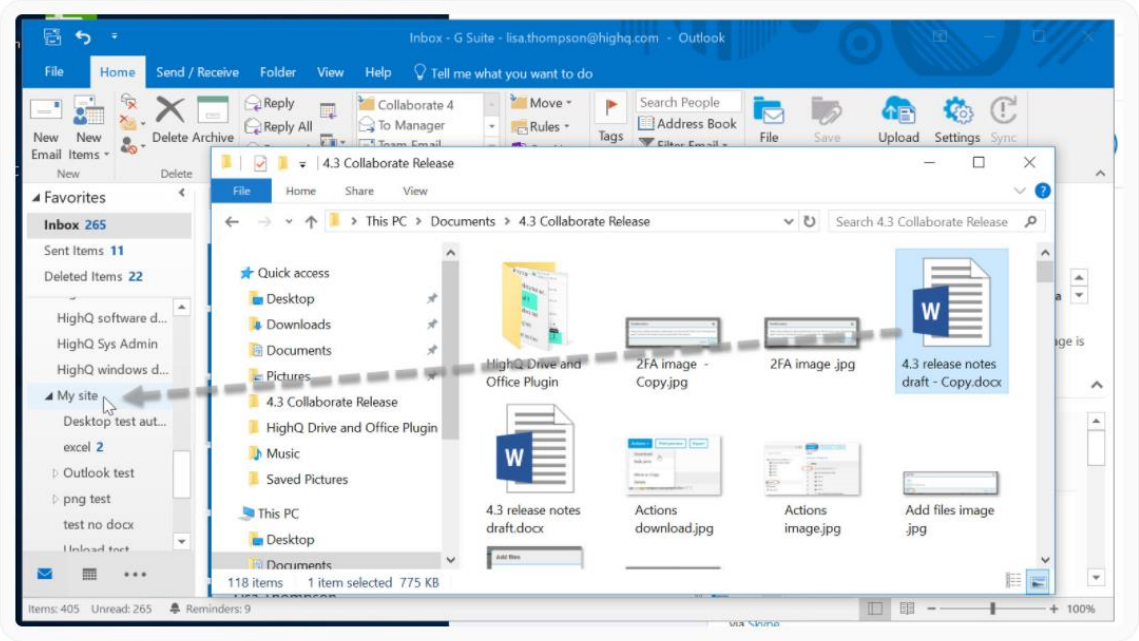




HighQ Office Add-in application is available for Microsoft® Word, Microsoft® Excel, Microsoft® Power point and Microsoft® Outlook. A user can e-mail attachments, MyFile, or Teamsite file directly through the add-in plugin. It also allows documents to be uploaded and sent via an embedded link in email (for documents which are larger in size).

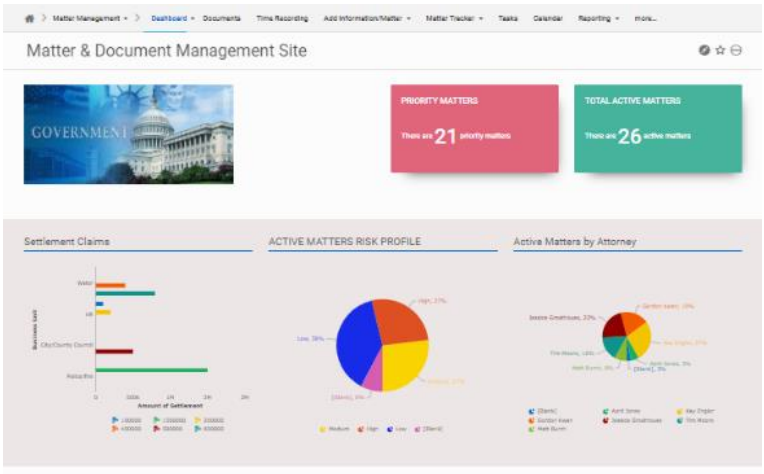
HIGHQ DROP AND DRAG FROM OUTLOOK:

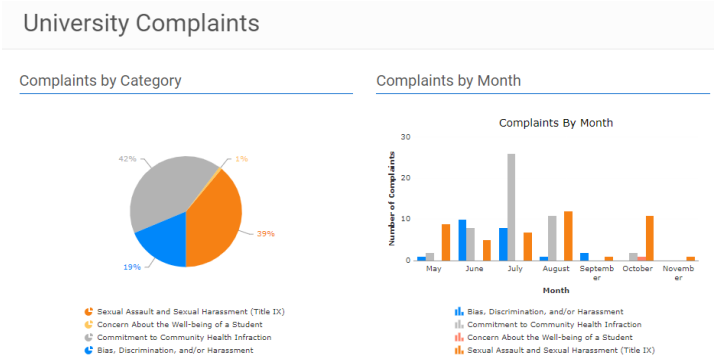
You can also drag and drop your files from Windows Explorer into Collaborate in exactly the same way. Click and hold a file in **Windows Explorer** and drag it to your required folder in the **HighQ folder tree** on the left panel of your inbox.

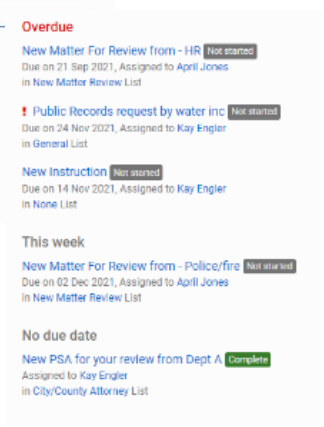


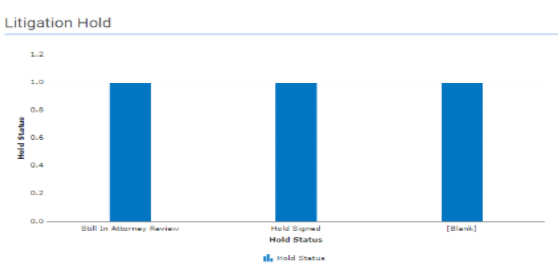
The file will be replicated in your **Collaborate folder**.

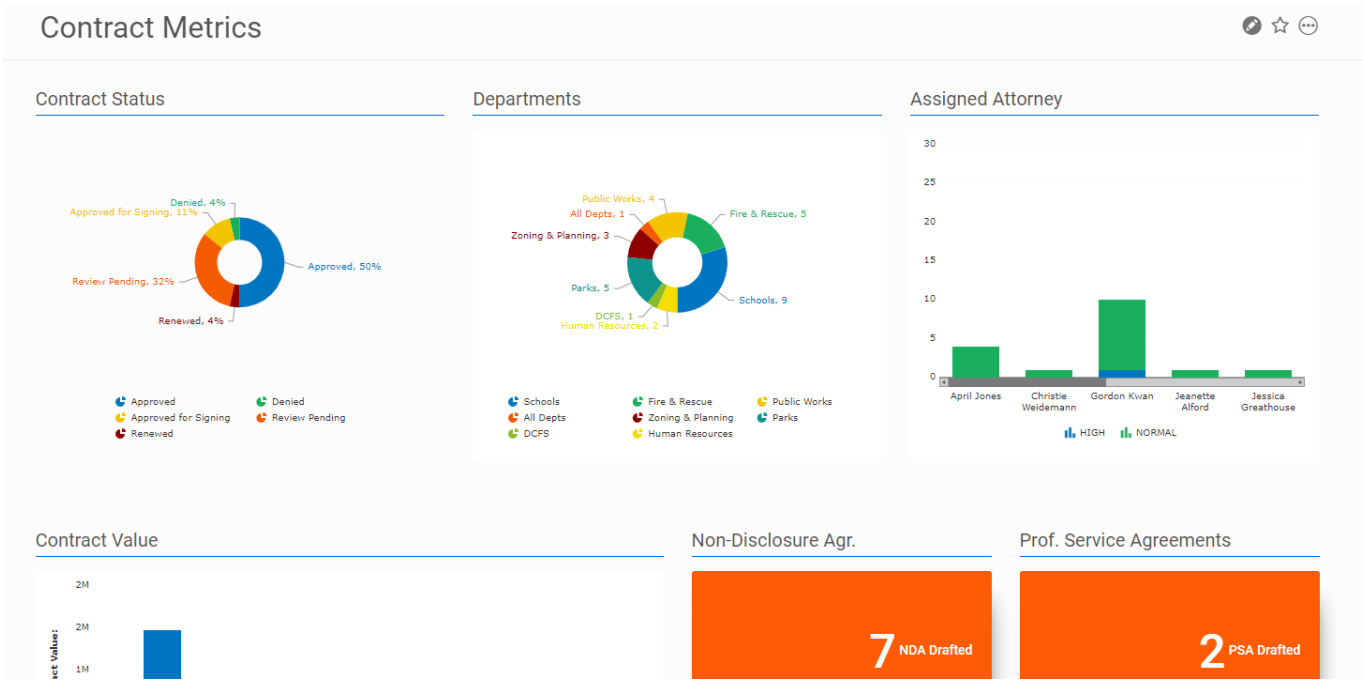
(g) Site Dashboards (various template dashboard widgets depicted):











9. Could HighQ store documents directly to the County's network drive? If so, does the integration allow users to use the functionality in HighQ (e.g., search functionality) to search and retrieve documents from the network drive?

West Response: HighQ has an open RESTful API allowing the County to develop the desired integration. HighQ offers additional Professional Services to assist with the API integrations at the service rate of $225.00/hr. as of Nov. 2021.

Thank you for please contacting TR's Sharon Cole with questions that may arise from this BAFO Response:

Sharon K. Cole
TR Account Manager, Government
sharon.cole@tr.com
919-410-3635 mobile direct

Updated Sample Order Forms are appended beginning on the following page.

West appreciates the opportunity to present Thomson Reuters HighQ solution to the County of Henrico, Virginia.

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS

Order Form Order ID: Q-01540138

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

Account Address	Shipping Address	Billing Address
Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO BOX 23120 HENRICO VA 23223-0420 US "Customer"	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO VA 23223-0420 US	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO, VA 23223-0420 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH 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 "I" 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.

HighQ Products

Material #	Product Name	QTY	Unit/Type	Charges	Minimum Term (Mos.)	Order Type	Billing Frequency
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,516.41	60	Subscription Plus Bridge (see below)	Monthly
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,213.46	60	Subscription Plus Bridge (see below)	Monthly
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$563.00	60	Subscription Plus Bridge (see below)	Monthly
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$122.01	60	Subscription Plus Bridge (see below)	Monthly

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$0.00	2
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$0.00	2

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

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

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 changes to your pricing at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Professional Services		
Material #	**Product Name**	**Charges**
30830505	HIGHQ PLATFORM SETUP	$3,000.00

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.

Additional Product Info

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

For each Document Automation Core Internal 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.

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 60 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-01540138

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS

Attachment Order ID: Q-01540138

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

Payment, Shipping, and Contact Information

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Murphy, Ryan
Email: mur047@henrico.us

eBilling Contact
Contact Name Ryan Murphy
Email **mur047@henrico.us**

Charges During Minimum Term

Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	$1,516.41	5.00%	$1592.23	5.00%	$1671.84	5.00%	$1755.43	5.00%	$1843.20
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	$1,213.46	5.00%	$1274.13	5.00%	$1337.84	5.00%	$1404.73	5.00%	$1474.97
30830565	HIGHQ ADDITIONAL STORAGE SUB	$563.00	5.00%	$591.15	5.00%	$620.71	5.00%	$651.75	5.00%	$684.34
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	$122.01	5.00%	$128.11	5.00%	$134.52	5.00%	$141.25	5.00%	$148.31

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.

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS™

Addendum to West Order Form - Order ID: Q-01540138

Account #: 1000613950

1. **Effect of Addendum**. The underlying General Terms and Conditions, West Order Form, and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings giving to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form:** During the Minimum Term, the Monthly Charges for each successive annual period shall increase 3% over the Monthly Charges of the previous 12-month period. Notwithstanding anything to the contrary in the Agreement, you may opt out of this Agreement by providing 30 days prior written notice to be effective at the end of the second, third, fourth and fifth 12-month period.

All other terms and conditions of the West Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation	**Subscriber**
_____	Signed _____
Accepted By _____	Name (please print) _____
Title _____	Title _____
Date _____	Date: _____

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

THOMSON REUTERS

Order Form **Order ID: Q-02004884**

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

Sold To Account Address	**Shipping Address**	**Billing Address**
Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO BOX 23120 HENRICO VA 23223-0420 US "Customer"	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO VA 23223-0420 US	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO, VA 23223-0420 US

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Upon such assignment, the following will apply:

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A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH 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 "I" or "Client".

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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf 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	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$975.20	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$0.00	2

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 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 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

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form 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.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

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

You may cancel a product or service with at least 60 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-02004884

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

THOMSON REUTERS

Attachment Order ID: Q-02004884

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000613950

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: NEWBY, ANDREW
Email: new23@henrico.us

eBilling Contact
Contact Name ANDREW NEWBY
Email **new23@henrico.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000613950	HENRICO COUNTY	HENRICO VA 23223-0420 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
10	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
10	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
10	Attorneys	42958180	Practical Law for Government with Dynamic Toolset

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
ANDREW	NEWBY	new23@henrico.us	EML PSWD CONTACT

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	$975.20	5.00%	$1023.96	5.00%	$1075.16	5.00%	$1128.92	5.00%	$1185.37

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.

THOMSON REUTERS

Addendum to West Order Form - Order ID: Q-02004884

Account #: 1000613950

1. **Effect of Addendum**. The underlying General Terms and Conditions, West Order Form, and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings giving to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form:** During the Minimum Term, the Monthly Charges for each successive annual period shall increase 3% over the Monthly Charges of the previous 12-month period. Notwithstanding anything to the contrary in the Agreement, you may opt out of this Agreement by providing 30 days prior written notice to be effective at the end of the second, third, fourth and fifth 12-month period.

All other terms and conditions of the West Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

_____

Accepted By _____

Title _____

Date _____

Subscriber

Signed _____

Name (please print) _____

Title _____

Date: _____

THOMSON REUTERS

December 3, 2021

Oscar Knott
County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775
Submitted via email: kno008@henrico.us

RE: AMENDED BAFO RESPONSE: PAGES TO CURE SAMPLE ORDER FORMS ERROR

WEST/TR BAFO RESPONSE: RFP 21-2199-7JOK — Case Management System

West respectfully submits the attached amended BAFO response pages for the purpose to cure an administrative error in West's BAFO response submitted on Nov. 29, 2021.

The error is that the sample order form images in our Nov. 29 response contain an annual percentage increase of 5%, which is a standard contract rate. TR's approved annual increase rate is 3%, and the correct pricing appears in the Nov. 29 BAFO Response at page 2 (HIGHQ PRICING / COST PROPOSAL).

Amended Sample Order Forms are appended beginning on the following page.

Thank you for please contacting TR's Sharon Cole with questions that may arise:

Sharon K. Cole,
TR Account Manager, Government
sharon.cole@tr.com
919-410-3636 mobile direct

West appreciates the opportunity to present TR's HighQ solution to the County of Henrico, Virginia.

Thomson Reuters HighQ
Simplify your legal processes in a single platform.

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS

Order Form Order ID: Q-01540138

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

Account Address	Shipping Address	Billing Address
Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO BOX 23120 HENRICO VA 23223-0420 US "Customer"	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO VA 23223-0420 US	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO, VA 23223-0420 US

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B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

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HighQ Products

Material #	Product Name	QTY	Unit/Type	Charges	Minimum Term (Mos.)	Order Type	Billing Frequency
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,516.41	60	Subscription Plus Bridge (see below)	Monthly
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,213.46	60	Subscription Plus Bridge (see below)	Monthly
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$563.00	60	Subscription Plus Bridge (see below)	Monthly
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$122.01	60	Subscription Plus Bridge (see below)	Monthly

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$0.00	2
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$0.00	2
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$0.00	2

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

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

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 changes to your pricing at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Professional Services		
Material #	**Product Name**	**Charges**
30830505	HIGHQ PLATFORM SETUP	$3,000.00

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.

Additional Product Info

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

For each Document Automation Core Internal 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.

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 60 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-01540138

Signature of Authorized Representative for order | **Title**

Printed Name | **Date**

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS

Attachment Order ID: Q-01540138

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

Payment, Shipping, and Contact Information

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Brown, Alyssa
Email: bro220@henrico.us

eBilling Contact
Contact Name Ryan Murphy
Email **mur047@henrico.us**

Charges During Minimum Term

Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	$1,516.41	3.00%	$1561.90	3.00%	$1608.76	3.00%	$1657.02	3.00%	$1706.73
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	$1,213.46	3.00%	$1249.86	3.00%	$1287.36	3.00%	$1325.98	3.00%	$1365.76
30830565	HIGHQ ADDITIONAL STORAGE SUB	$563.00	3.00%	$579.89	3.00%	$597.29	3.00%	$615.21	3.00%	$633.67
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	$122.01	3.00%	$125.67	3.00%	$129.44	3.00%	$133.32	3.00%	$137.32

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.

BAFO RESPONSE: SAMPLE HIGHQ ORDER FORM

THOMSON REUTERS™

Addendum to West Order Form - Order ID: Q-01540138

Account #: 1000613950

1. **Effect of Addendum**. The underlying General Terms and Conditions, West Order Form, and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings giving to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form:** During the Minimum Term, the Monthly Charges for each successive annual period shall increase 3% over the Monthly Charges of the previous 12-month period. Notwithstanding anything to the contrary in the Agreement, you may opt out of this Agreement by providing 30 days prior written notice to be effective at the end of the second, third, fourth and fifth 12-month period.

All other terms and conditions of the West Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation	**Subscriber**
_____	Signed _____
Accepted By _____	Name (please print) _____
Title _____	Title _____
Date _____	Date: _____

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

THOMSON REUTERS

Order Form **Order ID: Q-02004884**

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

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO BOX 23120 HENRICO VA 23223-0420 US "Customer"	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO VA 23223-0420 US	Account #: 1000613950 HENRICO COUNTY LEGAL SERVICES PO Box 23120 HENRICO, VA 23223-0420 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH 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 "I" or "Client".

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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf 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	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$975.20	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$0.00	2

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 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 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

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form 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.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

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

You may cancel a product or service with at least 60 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-02004884

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

BAFO RESPONSE: SAMPLE WESTLAW ORDER FORM

THOMSON REUTERS

Attachment Order ID: Q-02004884

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000613950

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Newby, Andrew
Email: new23@henrico.us

eBilling Contact
Contact Name Andrew Newby
Email **new23@henrico.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000613950	HENRICO COUNTY	HENRICO VA 23223-0420 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
10	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
10	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
10	Attorneys	42958180	Practical Law for Government with Dynamic Toolset

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Andrew	Newby	new23@henrico.us	EML PSWD CONTACT

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	$975.20	3.00%	$1004.46	3.00%	$1034.59	3.00%	$1065.63	3.00%	$1097.60

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.

THOMSON REUTERS

Addendum to West Order Form - Order ID: Q-02004884

Account #: 1000613950

1. **Effect of Addendum**. The underlying General Terms and Conditions, West Order Form, and applicable Schedule A (collectively the "Agreement"), between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings giving to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form:** During the Minimum Term, the Monthly Charges for each successive annual period shall increase 3% over the Monthly Charges of the previous 12-month period. Notwithstanding anything to the contrary in the Agreement, you may opt out of this Agreement by providing 30 days prior written notice to be effective at the end of the second, third, fourth and fifth 12-month period.

All other terms and conditions of the West Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

_____

Accepted By _____

Title _____

Date _____

Subscriber

Signed _____

Name (please print) _____

Title _____

Date: _____

Exhibit E

THOMSON REUTERS

HighQ Response to RFP

REGARDING RFP NO. 21-2199-7JOK SUBMITTED: 9/22/2021

SUBMITTED TO

County of Henrico, Virginia

Department of Finance
8600 Staples Mill Road
P.O. Box 90775
Henrico, VA 23273-0775

Attn: Oscar Knott, Purchasing Director
Phone: (804) 501-5649
Email: kno008@henrico.us

SUBMITTED BY

West Publishing Corporation
(dba West, a Thomson Reuters business)

Nathaniel Whaley, Government Account Executive
Phone: (626) 513-5157
Email: nate.whaley@tr.com

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TAB 1: INTRODUCTION & SIGNED FORMS

INTRODUCTION

Thomson Reuters® (dba West Publishing Corporation), hereinafter "TR" is a leading provider of business information services. Our products include highly specialized information enabled software and tools for legal, tax, accounting and compliance professionals combined with the world's most global news service – Reuters. Thomson Reuters shares are listed on the Toronto Stock Exchange and New York Stock Exchange (symbol: TRI). Our website is www.tr.com.

WHY HIGHQ?

TR's HighQ offers a dynamic and powerful document automation capability that combines the best of HighQ productivity and collaboration with the elegance of Contract Express. HighQ Document Automation powered by Contract Express is flexible and dynamic with the ability to scale from simple to complex needs. Discover how you can automate and de-risk legal document creation to help you drive efficiency, speed turnaround, reduce mistakes, mitigate risk, improve client service, streamline workflow and much more. HighQ and Contract Express are robust, flexible and modern Commercial Off the Shelf ("COTS") solutions that are specifically designed for legal departments.

LEADING THE MARKET IN LEGAL TECHNOLOGY

In 2019, HighQ was named "Legal Technology Company of the Year" by the *Financial Times* - both in the publication's annual ceremony and the FT Intelligent Business Report. The British Technology Awards honored HighQ as "Supplier of the Year" in November of 2019, an award that recognizes suppliers that arereshaping the future of law departments and legal businesses. As a result, HighQ, along with Thomson Reuters, is widely recognized as a top legal supplier in demonstrating excellence in legal technology and client-focused services.

MANAGING CORE WORKFLOWS IN A SINGLE SPACE

Transform your department with the integrated legal operations hub. Contract management, document management, legal intake and self-service and vendor management all come together in one collaborative space. One platform to handle all needs.

BRINGING BOTH PEOPLE AND TECHNOLOGY TOGETHER

The HighQ intelligent work platform brings people together to collaborate on files, matters, and transactions. We know that integration is essential, because, just like your team, your technology solutionsneed to work together. The HighQ platform excels at collaboration, task management, external vendor engagement, critical workflows, and other capabilities that make daily routines more efficient. HighQ integrates with core productivity tools to make them easily accessible from within HighQ.

SAFEGUARDS SENSITIVE INFORMATION

The world's largest law firms, financial institutions, corporate legal departments, and governments trust HighQ to safeguard and share their most sensitive information. Out-of-the-box, HighQ secure cloud followsNIST SP800-63b guidelines, delivers highly available 99.9% uptime, offers banking grade encryption, and is monitored by our team 24/7.

CONFIGURABILITY AND USABILITY

HighQ Premium is more of a configurable rather than customizable solution. This model results in faster ability for clients to adopt new functionality and modify the platforms as their business needs change. In addition to

adoption speed, our configurable model enables clients to make these changes at a lower cost than other solutions. The configurable approach also ensures that clients do not have to worry about customizations preventing system upgrades, improving long-term ease of use.

ACCESSIBLE ANYTIME, ANYWHERE

Built from the ground up to support the mobile nature of business, the HighQ platform enables your team to work together efficiently, regardless of where they are or what device they are using. Whether you are interacting with HighQ as part of a more efficient work process or delivering engaging content to clients, the platform automatically adjusts to whatever device, browser, or operating system is being used. From laptop to desktop to mobile device, you'll never have to think about how users are accessing your solution. It just works, flawlessly.

CLOUD BASED COLLABORATIVE CASE MANAGEMENT

HighQ is a cloud based collaborative case management solution that will allow your agency to work Smarter- Faster- Simpler.

HighQ provides intelligent contract management for the legal department that is effective, collaborative, and transparent. HighQ contract management meets the needs of legal and business stakeholders through the contract lifecycle of drafting through execution to post signature management with appropriate permissions at each stage.

HighQ with Doc Auto allows for an automation workflow solution. This powerful integration provides an end-to- end contract drafting solution allowing legal departments to create their own document templates. Use templates and clause libraries for highly efficient and effective document drafting. You can also leverage model clauses, forms, and best practice docs from Thomson Reuters® Practical Law

HEADLINE FEATURES

- **Intake request capability** - ideal for FOIA process and other common legal matter tasks
- **Configurable site dashboards**
- **Data and metrics visualization**
- **Document management**
- **Shared team calendars**
- **Site permission groups**
- **Smart forms & data sheets (iSheets)**
- **Solution Templating**
- **Task assignment and tracking**
- **Workflow automation**

HIGH-Q AI

When a file is uploaded to the HighQ Files module, it is sent to the AI Hub, analyzed, key data points are extracted, and this data is then stored in the AI Hub. From the AI Hub, this data can then be used to enrich File Metadata iSheets (custom file metadata) or to use in the Data Visualization dashboard panel. This metadata gives insights into the documents you are dealing with.

HighQ also integrates with leading AI engines such as Kira, Leverton or Eigen or your own AI engine.

Signed Forms - Cover Letter

THOMSON REUTERS®

September 22, 2021

County of Henrico, Virginia
Department of Finance
Attn: Oscar Knott, Purchasing Director
Attn: Ryan Murphy, Assistant County Attorney
8600 Staples Mill Road
P.O. Box 90775
Henrico, VA 23273-0775

RE: RFP No. 21-2199-7JOK - Case Management System

Dear Mr. Knott and Mr. Murphy:

West Publishing Company, a subsidiary of Thomson Reuters (Thomson Reuters), is pleased to submit our response to the Commonwealth of Virginia, County of Henrico's Request for Proposal (RFP) for Case Management System RFP No. 21-2199-7JOK.

Thomson Reuters proposes our HighQ legal case management solution to meet the requirements of the RFP.

Thomson Reuters' mission is to provide technology, intelligence, and expertise to serve our government customers so that they **can operate more efficiently**. At Thomson Reuters, we have developed an understanding of the legal industry and its unique challenges presented to our government customers. As a result, Thomson Reuters designs solutions with unrivaled expertise and intelligently connects technologies. Our modern and secure solutions, such as HighQ for legal case management, empower Henrico County Attorney's Office to advance its mission well into the future.

During the course of this evaluation, Sharon Cole, TR Account Manager, will be your primary contact at Thomson Reuters for any questions, forwarding of amendments or modifications, or if our response requires further clarification. Sharon can be reached by phone at 919.410.3635, and by email at sharon.cole@tr.com

Thank you for the opportunity to submit a proposal in response to this solicitation.

Sincerely,

Alex Medrano
Assistant General Counsel (Authorized Signatory)
Thomson Reuters
Federal Tax ID 41-1426973 | VA SCC ID F1286915

tr.com

Signed Forms - ATTACHMENT A

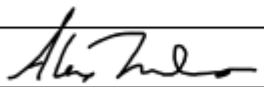
PROPOSAL SIGNATURE SHEET

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 21-2199-7JOK – Case Management System.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
West Publishing Corporation (DBA) West, a Thomson Reuters business
ADDRESS:
610 Opperman Drive
Eagan, MN 55123
FEDERAL ID NO: 41-1426973
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Alex Medrano
TITLE: Assistant General Counsel
TELEPHONE: 763-326-3230
FAX: 651-927-6439
EMAIL ADDRESS: alex.medrano@tr.com
DATE: Sept. 21, 2021

Signed Forms - ATTACHMENT B

BUSINESS CLASSIFICATION FORM

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: West Publishing Corporation (DBA) West, a Thomson Reuters business

This form completed by: Signature: _____ Title: Assistant General Counsel

Date: Sept. 21, 2021

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SERVICE-DISABLED VETERAN**
- ☐ **EMPLOYMENT SERVICES ORGANIZATION**
- ☑ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.

eVA Registered? ☑ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____**NUMBER** _____ **DATE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

Signed Forms - ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION REGISTRATION INFORMATION

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number: *F1286915* **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Signed Forms - ATTACHMENT D

PROPRIETARY / CONFIDENTIAL INFORMATION

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: West Publishing Corporation (DBA) West, a Thomson Reuters business

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
T		and
T Pl		and

NO PROPRIETARY INFORMATION DESIGNATED
PER AMENDED ATTACHMENT D

Signed Forms - Addendum No. 1

TR SIGNATORY ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
County of Henrico

F FINANCE
CPPO, VCO
irector

Addendum No. 1

)ate: September 10, 2021
Request for Proposal: 21-2199-7JOK – Case Management System
Receipt Date/Time: September 22, 2021 ***(CHANGED)***
Subject: Revised Receipt Date, Cooperative Procurement Provision Questions and Answers

.adies/Gentlemen,
Please make the following corrections, deletions and/or additions to the above referenced

. **Revised Receipt Date:**
1. The proposal receipt date is changed to 11:00 a.m., local prevailing time, on Sept 2021.

3. **Cooperative Procurement Provision:**
1. Section V "General Contract Terms and Conditions", add the following provision a PP:

PP. *Cooperative Procurement*
This procurement is being conducted by the County in accordance provisions of Section 2.2-4304 of the Code of Virginia. Except for cor architectural and engineering services, if agreed to by the contractor, oti bodies may utilize this Contract. The Contractor shall deal directly with a body it authorizes to use the Contract. The County, its officials, and its e are not responsible for placement of orders, invoicing, payments, c disputes, or any other transactions between the Contractor and any oth body, and in no event shall the County, its officials, or its employees be re for any costs, damages or injury resulting to any party from another pub cooperative use of a County contract. The County assumes no respon any notification of the availability of the Contract for use by other public b the Contractor may conduct such notification.

. **Questions and Answers:**
1. Our solution is a fully functional document management system that is built into and matter management system that stores the documents/files in their native f the same location where the database is located and does not store them in Go Drive. Is this acceptable? Additionally, since you have a number of document management requirements in the RFP what is the need to integrate with Google

Answer: Yes. Henrico County Public Schools (HCPS) uses Google Drive to sto collaborate on documents. Attorneys and paralegals representing HCPS use G Drive Stream (aka File Stream), which allows the user to browse through the na

Answer: If an offeror has an on-premises (County-hosted) solution and a cl hosted) solution, the offeror should present pricing for both solutions so that can evaluate the options available to it.

7. Does the County prefer a cloud solution?

Answer: The County does not have a preference. The County will evaluate based on the features of the software and its hosting platform relative to the forth in the RFP.

8. Is the County willing to share the ceiling amount for the solution?

Answer: The Office cannot obligate the County beyond approved and appr funding. The contract resulting from this procurement will be subject to annu appropriations by the Henrico County Board of Supervisors.

9. Does the County require a mobile responsive solution?

Answer: Please see Section II.B ("Desired Features") and GEN-06, GEN-0 08 in Attachment F.

10. How many systems should the case management solution integrate with?

Answer: The solution should integrate with the products and services identif RFP and Attachments F & G.

11. Is there an estimate on how the 25 users will be assigned as administrators, users, or standard users? This will help us in pricing the bid correctly.

Answer: The Office estimates that 2-3 users will be assigned as "administra another 2-3 users would be considered "power users." The remaining users standard users.

12. Should we consider annual licensing fees as a part of the annual support, o these be broken out separately?

Answer: Please break out annual licensing fees separately from annual sup

13. Is there a known budget or budget range for this project for Years 1, 2, and

Answer: The Office cannot obligate the County beyond approved and appr funding. The contract resulting from this procurement will be subject to annu appropriations by the Henrico County Board of Supervisors.

14. What form of database does the CATS system use?

Answer: Oracle (and APEX). Please see the answers to Questions 2 and 3.

rowser using File Explorer while the files are still saved in Google Drive. Attorn aralegals representing HCPS frequently must collaborate with their clients in G rive. The office would like an automated process for downloading attorney wor roduct from Google Drive to the document management system.

What database does the current CATS system utilize?

nswer: Oracle (and APEX).

an you provide table and field names to determine a level of effort to convert t

nswer: All data is stored in a relational Oracle database. The data model for C rimarily based on a case. Cases are generally placed into a folder. Common d oints that are included on the case consist of basic case data, trial information, ates, and retention information. The case table also includes several code tabl eferencing departments, counsel, types, courts, judges, and dispositions.

A case does have a few one:many relationships, primarily on claims, par gal assignments. The claims table also has a few relationships on its own, foc tatus and adjusters.

Finally, there is the ability to cross reference cases in a separate table, v ase ID can be linked with another.

oes the CATS system contain links to the documents stored on the network st evice? If not, how are documents stored within the network storage device an name/number of a folder that corresponds to a matter/case name/number in C

nswer: No. Individual attorneys store electronic documents in their native form ersonal folders on the network storage drive. The folders maintained by an ind ttorney on the network storage drive do not correspond to a matter/case name CATS. Rather, CATS provides a file number and location for paper files.

ur product performs some but not all functions identified in the RFP. How shou espond?

nswer: Please indicate in your proposal the functionalities and/or components equested in the RFP that your solution does and does not provide. The County egotiate and award more than one contract if the County determines that multi roducts are necessary to provide the functionality desired by the County Attorn ffice.

oes the County require pricing for both on-premises and cloud solutions?

rated to the solution, the Office prefers not to move such documents and files rent location.

agraph II.B.10 requires integration with Google Drive. What features does Go e offer that requires the integration?

wer: Henrico County Public Schools (HCPS) uses Google Drive to store and aborate on documents. Attorneys representing HCPS frequently must collabor their clients in Google Drive. The Office would like an automated process for nloading attorney work product from Google Drive to the document managem lem.

at is the operating system currently used by the County, Windows or MAC? To nt that multiple operating systems are used, what percentage are Windows puters, and what percentage are MAC computers?

wer: As stated in Section II.B.8 of the RFP, the solution should "[h]ave an intu r interface that is web based, eliminating the need to install software on client ng implementation and upgrades. The County wishes to avoid all browser plu uding Java, Flash, and Silverlight." Web features should not rely on particular dows or Mac features. Approximately 50% of the Office will periodically acces lem using devices running iOS, iPadOS, or Android operating systems.

this "Case Management System" be used for FOIA requests and if so can you you envision this workflow? Such as tracking, reviewing & redacting docume re request results with the requestor, etc.

wer: The County is interested in using the system to process FOIA requests. ically, FOIA officers initially route FOIA requests to our clients. Our clients pro onsive documents to our office (typically via email or other electronic means very). Our office reviews for legal compliance and potential exemptions. Typic clients and/or FOIA officers respond to the requestor. Ideally, the system woul mit our office to upload documents produced by our clients, track and notify the pplicable deadlines, identify possible duplicates for manual confirmation, enab action of exempted material (including metadata), and send the documents via k to our clients with redactions.

uld Henrico like the ability in this case management tool to place custodians o l via a notification? Plus having the ability to automate the process of preservi in place (in both google & 365), once the hold is issued? If yes, will legal hold tionality be a requirement or desire?

wer: A solution including a tool to notify custodians of legal holds, as well as automating receipt of data from the custodians to preserve, is of interest. The tion described is not a requirement, and the solution must address criteria in t

Can the CATS data be exported to a CSV file for conversion purposes, if nec

Answer: Yes. The Office will discuss the actual conversion process with the S Offeror.

What is the size of the CATS database?

Answer: 10MB.

Is the CATS system the only data source for migration of case and contact m information? If not, please provide details about other data sources for the ca contact migration.

Answer: Please see the answer to Question 19 regarding drive-based docun repositories. Other potential sources are the Outlook contact lists maintained individual attorneys.

Is it possible to obtain a list of all fields used by the CATS system?

Answer: The Office will provide a full data model to the Successful Offeror. F information, please see the answer to Question 3.

Paragraph II.A.3 references approximately 1TB of various documents saved existing network storage drive. How many drive-based document repositorie migrated? For each drive-based document repository, please include the siz total number of folders and files. To the extent there is more than one drive-b document repository, are those expected to remain independent or come tog

Answer: There is a single network storage drive with approximately 1TB of da (consisting of folders and files).

Paragraph II.A.3 requests a migration plan for "certain" existing data. Will all from the source locations be migrated? If only certain portions will be migrat County willing to move documents and files that will not be migrated to a diffe location?

Answer: The Office intends to discuss the scope of migration during negotiat accordance with Section VIII.B. To the extent any documents and files will no migrated to the solution, the Office prefers not to move such documents and different location.

Paragraph II.G.2 references Google document files. Will documents be migr Google Drive?

Answer: The Office intends to discuss the scope of migration during negotiat accordance with Section VIII.B. To the extent any documents and files will no

In regards to Requirement Attachment F –DISC-8 "System allows users to sen receive documents through a secure portal" Can you please share an example receiving and sending documents?

Answer: Examples of sending and receiving documents may not be limited to t discovery context and include (among others): 1) the negotiation of a contract include sending and receiving drafts to and from counsel representing the othe well as the Office's clients, 2) the receipt and production of documents from an opposing counsel in discovery, and 3) the receipt and delivery of documents (i requests, drafts of contracts, resolutions, etc.) from and to our clients.

Would you like to be able to have authorized users collect from multiple data so such as 365 & Google in one single tool?

Answer: The Office would consider a single tool that can collect from both Offic and Google drive provided that it addresses the criteria in the RFP.

Outside of Google & 365 which other data sources are required for collection?

Answer: Adobe and other products and services identified in the RFP and Atta F and G.

This question is specifically for the "Discovery Management" component of the there a desire for a tool that uses single-instance storage, where only one copy document is saved, allowing for the re-use of critical review labels/tags and red be carried over to multiple cases? But at the same time still, allowing for matter labels/tags to be applied and not carried over to multiple cases?

Answer: The proposal should explain how the tool addresses criteria in the RFF tool addresses criteria in the RFP, the Office will consider it.

Would the County consider two different tools if they can meet and exceed all requirements and desires outlined in this RFP?

Answer: If the two tools combined could meet and exceed all requirements an in the RFP, the Office would consider them.

r specifications and General Contract Terms and Conditions shall remain the sam

s must take due notice and be governed accordingly. Failure to acknowledge this lum may result in your proposal being rejected.

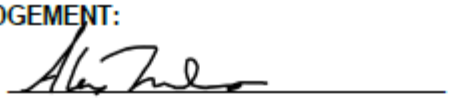
ly,

Knott, CPP, CPPO, VCO
sing Director
3@henrico.us

Signed Forms - Addendum No. 1

TR SIGNATORY ACKNOWLEDGEMENT

ACKNOWLEDGEMENT:

Signature: 

Print Name: Alex Medrano, Assistant General Counsel

Company: West Publishing Corporation d/b/a West, a Thomson Reuters business

Date: 9/21/2021

TAB 2: STATEMENT OF THE SCOPE

Statement of Work. Thomson Reuters® HighQ provides centralized case tracking and management to the Office. HighQ provides storage and access functions that include contact management, document assembly, document and electronic file management along with configurable records management, discovery management, and case status tracking.

HighQ provides templates to automate status tracking of matters and attorney caseloads and which can be configured as desired to manage the caseload effectively. HighQ provides template design to schedule and maintain a calendar of all events associated with a matter. HighQ integration with Outlook can efficiently organize, store, and retrieve emails, and include the ability to associate a particular email with multiple matters. HighQ controls document versions, manages, and tracks contacts for specific matters and for Office contacts. HighQ is configurable to generate template and ad hoc reports and to assemble, process, and manage documents.

Collaboration and productivity

- *Legal operations dashboard (for the legal team only)*
- *Task assignment and tracking*
- *Analytics and reporting*
- *Legal team capacity and performance dashboards*
- *Legal project management*
- *Public/client portal*
- *Document management*
- *Matter collaboration*
- *Knowledge management*

Case Tracking. HighQ provides a configurable, automated mechanism to track the status of matters, including cases and caseloads:

Case Management. HighQ provides configurable, automated information necessary to effectively manage each matter.

Reporting Outputs. HighQ includes infinite possibilities of customizable reporting capabilities.

Scheduling. HighQ can schedule a calendar of integrated matter events.

Organization enablement

- *Matter intake*
- *Task assignment and tracking*
- *Analytics and reporting*
- *Legal project management*
- *Public/client portal*
- *Document management*
- *Matter collaboration*
- *Knowledge management*

Contact Management. HighQ tracks every contact individual & entity.

Data Entry and Other Related Features. HighQ supports robust data entry.

Document Management. HighQ supports a wide array of document-type hosting, document versioning, and redaction capabilities. HighQ is configurable to perform document assembly, document indexing, and word search with matters and across matters configured for grouping.

Discovery Management. HighQ is customizable for the purpose of simple e-discovery uses with auto-redaction, searching, and collaboration. HighQ has an open rest API allowing integration with many other solutions, including traditional e-discovery platforms.

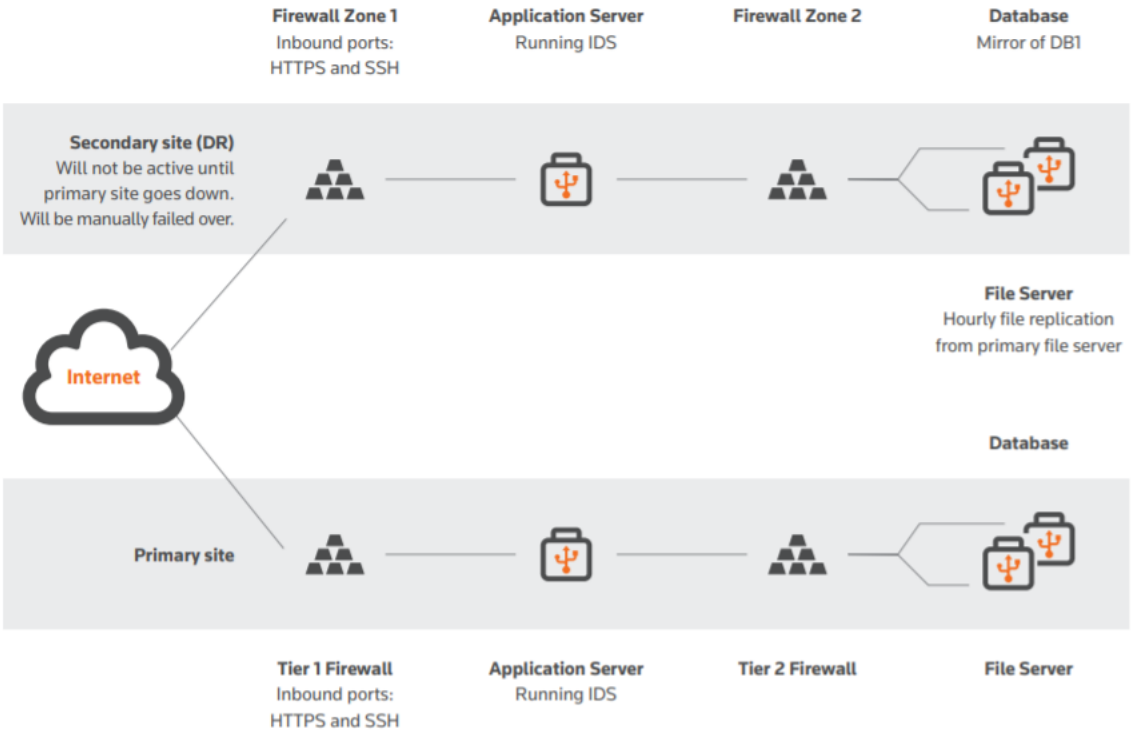
Security. Out-of-the-box, HighQ secure cloud follows NIST SP800-63b guidelines, is ISO27001 certified, delivers highly available 99.9% uptime, offers banking grade encryption, and is monitored by TR personnel 24/7. With a complete audit trail and workflow stage configurable privacy settings, HighQ delivers enterprise-grade security standards.

Automated Workflows. Ensure consistent processes are kept throughout the lifecycle including expiry notifications, task allocations & key status notifications.

HighQ with Doc Auto provides a flexible approval engine and process for any document. Approvals occur either in sequence or in parallel workflows with legal review for compliance and accuracy. While multiple departments review simultaneously or in sequence, notifications and status alerts are automatically sent via email, as well as being available in a task inbox. Approved documents are sent in a password protected PDF file for signatures, using secure and advanced DocuSign® or Adobe® Sign integration. Each document is subject to an audit trail, giving the Office a complete picture of how a contract was executed and where it is in the signatory process. API integration is not necessary for HighQ to seamlessly interact with Google Drive.

Secure architecture

The HighQ platform provides a variety of tools and features that you can use to keep your information safe from unauthorized use. This includes credentials for access control, HTTPS endpoints for encrypted data transmission, the creation of separate IAM user accounts, and user activity logging for security monitoring.



Security features

- Enterprise-grade servers and firewalls
- Encryption at rest provided by encrypted redundant disk SAN
- All servers have internal disk and power failover redundancy
- High availability built in at both hardware and application level
- Architecture is designed to scale horizontally and vertically
- All client data is stored on a separate network to the application and web servers for additional security
- All external traffic between client and server is encrypted
- Application layer firewall/IPS
- Intrusion detection—24/7 monitoring for any irregular application access patterns and proactive resolution
- 24/7 hardware monitoring tools in place which trigger immediate alerts in the event of component failure
- Anti-virus software on all document uploads

Strict firewall rules

- Web/Application servers in the DMZ network: all inbound traffic is blocked except for TCP HTTPS on port 443 and TCP port 80 from any IP address
- Mail servers in DMZ network: only inbound SMTP TCP port 25 open for inbound email traffic
- Database servers in the internal network: all inbound traffic is blocked except for remote desktop and MSSQL TCP ports from the relevant security groups
- File servers in the internal network: all inbound traffic is blocked except for Microsoft® Windows file sharing and remote desktop ports from the relevant security groups in the DMZ network

Fault tolerant design

The high-performance network architecture is built to be resilient and scalable. Bandwidth is provided across multiple diverse links, which do not depend on any single backbone, ensuring that there is full connectivity redundancy, even in the event of one of the providers failing.

Communications

- Multiple fiber providers
- Multiple internet service providers
- Multiple internet exchanges
- Diverse independent telco risers from public highway to data floor

Power and A/C

- Generator back-up
- Air conditioning system
- Close control downflow AC conditioning units
- UPS conditioned clean power
- Diverse mains power supplies with diesel

Physical security

- Smoke detection system
- State-of-the-art fire compression system
- CCTV throughout the building
- 24-hour video recording
- Sophisticated alarm systems
- PAC security card access system
- Visual verification on all persons entering the data floors
- Leak detection

Network monitoring and protection

Thomson Reuters uses a wide variety of automated monitoring systems to provide a high level of service performance and availability.

Our monitoring tools are designed to detect unusual or unauthorized activities and conditions at ingress and egress communication points. These tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts. The tools have the ability to set custom performance metrics thresholds for unusual activity.

Systems within Thomson Reuters are extensively instrumented to monitor key operational metrics. Alarms are configured to automatically notify operations and management personnel when early warning thresholds are crossed on key operational metrics. An on-call schedule is used so personnel are always available to respond to operational issues.

The Thomson Reuters network provides significant protection against traditional network security issues. The following are a few examples:

Distributed Denial of Service (DDoS) attacks

Endpoints are hosted on large, internet-scale, worldclass infrastructure. Industry leading DDoS mitigation techniques are used. Additionally, our networks are multi-homed across a number of providers to achieve internet access diversity.

Man in the Middle (MITM) attacks

The HighQ platform is available via TLS-protected endpoints which provide server authentication.

IP spoofing

Thomson Reuters instances cannot send spoofed network traffic. Our controlled, host-based firewall infrastructure will not permit an instance to send traffic with a source IP or MAC address other than its own.

Port scanning

Unauthorized port scans by our customers are a violation of the terms agreed in contract. Violations are taken seriously, and every reported violation is investigated. Customers can report suspected abuse via their dedicated Customer Success Manager. When unauthorized port scanning is detected by Thomson Reuters, it is stopped and blocked.

Packet sniffing by other tenants

It is not possible for a virtual instance to receive or "sniff" traffic that is intended for a different virtual instance. The hypervisor will not deliver any traffic to them that is not addressed to them. Even two virtual instances that are owned by the same customer located on the same physical host cannot listen to each other's traffic. Attacks such as ARP cache poisoning do not work within the HighQ platform. While we provide ample protection against one customer inadvertently or maliciously attempting to view another's data, as a standard practice, we also encrypt all network traffic to and from the application.

In addition to monitoring, regular vulnerability scans are performed on the host operating system, web application, and databases in the Thomson Reuters environment as well as daily scans for any changes in the production environment. Also, our security team subscribes to newsfeeds for applicable vendor flaws and proactively monitor vendors' websites and other relevant outlets for new patches.

Authentication

All users require a userID and password to access the system. The user can select their password subject to the following restrictions:

- Must be at least 8 characters in length
- Must contain at least one integer and one CAPS
- Cannot be the userID
- Cannot be blank

Users are required to change their password the first time they log in to the extranet and can change their password at any time after that (considering the rules above) via the 'Forgotten my Password' link.

Password history is retained for five iterations and prevents re-use of the same password in this period.

Passwords are never stored or visible to Thomson Reuters employees. They are salted using a unique string and SHA-256 hashed before being committed to the database. Further restrictions can be enabled via two factor authentications, IP address restriction, and site level passwords.

User lockout

After three failed authentication attempts, the user account is locked and the user is required to reset their password.

Logout

Users are directed to logout at the end of every session. No data is held on the client PC and logging out or closing the browser will invalidate the current session.

Session timeouts

Connected user sessions to the application require reauthentication after a period of 30 minutes of standing idle. This timeout period can be altered at client request.

User access control

Access control privileges assigned to users are validated every page hit/script execution and are consistent across the site.

Link structure

All links are maintained through our development/build process. Within the application's coding, care has been taken to ensure that any unnecessary links have been removed (not commented out) from the site.

Additionally, all comments are visible in source only and not displayed client-side.

Secure communications

All communications between the browser and the application are encrypted, including logon (user authentication). Encryption is provided as a default of 256-bit AES TLSv1.2.

File upload/download

All file uploads and downloads to the server are over a default of 256-bit AES TLSv1.2.

Error messages

All error messages are controlled and give away minimal information if displayed. Examples include:

- Failed login does not define whether the userID or password was incorrect.
- All links are maintained through our development/build process. Any missing pages display a pre-defined "catch all" error page and do not give away any architectural information.

Incorrectly formatted input is validated both on client side before submission and server-side before processing.

Footprint

No sensitive data is ever stored on the client PC. The sole item of data kept on the client PC is a unique session identifier that is removed when the browser session ends.

Session management

Sessions are tracked by encrypted session IDs. Session IDs are of an appropriate length and complexity to prevent a client being able to hijack another session by altering their session ID.

Bounds checking and parameter evaluation

All input fields available within the site check the inputted data before processing it. This checking occurs on the server side as well as client side.

Common file queries

All manufacturer supplied demonstration and sample files are removed from the site host before being published to the internet.

Any other files or file types associated with any application that can be misused are obfuscated or removed.

Compatibility

All applications are compatible with Internet Explorer® 7 (and above) and the latest two versions of Safari®, Chrome™, and Firefox®. Fully responsive design for iOS® delivered by Apple® iTunes Store®.

Also, the data held by the application host is in a format transferable i.e., returned to the client or passed to another ASP. Documents are held in their native format.

Source code

The HTML source code provides no unnecessary information revealing important information about the application architecture, the coding routines, the personal details of the author, or any vulnerability that the application may be exposed to.

Path truncation

Users cannot request a site directory page. There is a default file located within each directory and directory listings are disabled in the web server configuration files.

Cross site scripting

The application is hardened against cross site scripting vulnerabilities. This is implemented via both application firewall and within the application itself.

SQL injection

The application is hardened against SQL injection vulnerabilities. This is implemented via both application firewall and within the application itself.

Monitoring

The application, features logging at the application level.

Audit information is made available to client administrators via the application itself.

While infrastructure logs are not normally provided due to shared infrastructure and client confidentiality, our security team will assist where possible in any security incident investigation.

Infrastructure logs would only otherwise be provided to relevant authorities if required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Staff

Thomson Reuters staff who have physical access to the application hardware and storage media are vetted and have a suitable employment contract, including confidentiality agreements.

The number of staff who have administrative access to the application has been controlled and minimized.

Staff have received a level of security awareness training and are aware of the IT Security Policy and supporting procedures as they apply to their job role.

Architecture controls

Server configuration has been well thought through and documented. Care is taken to ensure that unnecessary services are stopped and disabled; default passwords are replaced with strong passwords; default accounts are removed and/or renamed; log files are protected; patches are applied in a timely fashion. Automatic updates are disabled.

OS installation

Default accounts have been changed and/or disabled. All demonstration folders and data have been removed.

Patch application

All hardware and software involved in the provision of the application are patched to the latest level within an acceptable time frame. Patches are tested prior to implementation to ensure that the patch has been effective, that no new vulnerabilities have been introduced, and that interconnecting systems can still interact as required. Automatic updates/patches are disabled.

Joiners and leavers

Staff who leave the company will have their access rights removed immediately. We maintain an active off-boarding policy for staff leaving the company where all access rights are removed immediately.

Code management

All source code is controlled and managed appropriately. This includes version control, change control, testing cycles, and a secure holding area. Only authorized staff are able to access the source code and/or save to the holding area.

Maintaining user database

User records are stored in a protected environment and kept up-to-date. The user database is not used for any marketing, research, or any purpose other than the intended document sharing and log files.

Service failure notification

In the event of an application failure, users are notified of the service interruption by use of a front page offering contact details in case of urgent matters.

Confidentiality and Non-Disclosure. See Tab 7 West's Exceptions to Terms and Conditions.

Licensing. Thomson Reuters' Response to RFP Pricing assumes 25 concurrent internal user licenses, which includes 5 external user for each internal user license. Additional internal user licenses can be added by contract modification, and each additionally added user license will include 5 external user licenses. See sample order forms attached at Tab 5.

Deployment Platforms. HighQ is a cloud-based platform that is accessible via any internet connection and also via mobile app. HighQ updates are made in real-time as entered by users.

Implementation Services. See TR's completed response at Tab 4.

Post-Implementation Technical Support Services. See TR's completed response at Tab 4.

Training. See TR's completed response at Tab 4.

Project Management. See TR's completed response at Tab 4.

Contract Expiration/Termination. Should TR be awarded under RFP No. 21-2199-7JOK, then TR will comply with the Office's Contract Expiration/Termination Section II (Scope of Services), Paragraph K; except, please note at Tab 6 Exception to RFP that TR does not offer Professional Services for data migration staffing on behalf of the Office.

TAB 3 - QUALIFICATIONS, EXPERIENCE, AND FINANCIAL STABILITY

Qualifications, Experience, and Financial Stability. Established in 1882, West Publishing Corporation, a Thomson Reuters business, is a global leading provider of integrated information solutions. West has been providing the highest-quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 145 years. TR products are used by law firms, government agencies (federal, state & local), colleges/universities, and corporations. More information about West can be found at legal.tr.com**.** West Publishing Corporation is wholly owned by Thomson Reuters (Legal) Inc. Thomson Reuters' executive team can be found on tr.com (https://www.thomsonreuters.com/en/about-us/executive-team.html).

As the incumbent legal research provider for the Judiciary of the Commonwealth of Virginia, Thomson Reuters is pleased to have served the Commonwealth's Judiciary for several years. Thomson Reuters also provides legal research subscription service to the Virginia Office of Attorney General. Thomson Reuters is the publisher of the Virginia Supreme Court Reporter and also hosts the free public website that displays Virginia Attorney General opinions from 1976 to present.

Thomson Reuters is a leading provider of business information services. Our products include highly specialized information-enabled software and tools for legal, tax, accounting, and compliance professionals, combined with the world's most global news service—Reuters. The business has operated in more than 100 countries for more than 100 years. In 2020, we employed a global team of more than 24,000 professionals, and our revenues were US $5.98 billion.

Thomson Reuters has not filed for bankruptcy protections over the last 5 years.

Thomson Reuters maintains a robust compliance program which has oversight from Risk, Governance and Audit committees of the Board. With direct oversight by the General Counsel and Chief Compliance Officer, whom have direct access to the Board, independent of the business hierarchy, the program evaluates ongoing legal, reputational and compliance risks to the organization and manages policies, communications, training, controls, organizational oversight and other mitigations to meet those risks and promote a compliant culture within the company. Enterprise Compliance works with Corporate Compliance and Audit, the Legal Department, Information Security, Human Resources and other company organizations to constantly audit, test, evaluate and prioritize those mitigations. Thomson Reuters publishes any necessary disclosures of its compliance activities in its quarterly and annual reporting found on TR.com. All Employees and Contingent workers annually review and acknowledge the standards and rights put forth in our Code of Business Conduct and Ethics.

Publicly available docs linked to here and more available at TR.com:

- Annual Report
- Governance Highlights
- TR Code of Business Conduct and Ethics
- Supply Chain Ethical Code
- Social Impact Report
- Environmental Health and Safety
- Modern Slavery Act Transparency Statement

Scope and Nature of the Solution. Today's legal departments are complex, and increasing challenges are making day-to-day work harder. With a lack of a central repository, data is often siloed, lost in emails, and unorganized. Manual processes are time-consuming and labor-intensive. Collaboration is often disjointed or non-existent. This inefficiency across work processes is causing many legal departments to re-think how they work.

EXECUTIVE SUMMARY OF HIGHQ

HighQ is a cloud based collaborative office management solution that will allow your agencies to work Smarter-Faster-Simpler.

HIGHQ FOR GOVERNMENT LEGAL DEPARTMENTS

HighQ is used by multiple types of Government Agencies across the United States. The uses of HighQ vary by agency from Matter and Case Management to Legal Services Intake, Public Records Request Management, Contract Lifecycle and Review, as well as many more.

HighQ is an intuitive, flexible, and expandable solution that increases productivity and efficiency through intelligent tools that automate workflows, improve collaboration, and help manage documents. Designed to meet government accessibility requirements, HighQ is cloud-based, secure, and quick to deploy.

Legal Request Intake and Matter Management

Many teams today struggle to manage and connect the intake process. Manual and time-consuming processes often result in errors and data falling through the cracks. HighQ can automate and streamline the matter intake process and ensure your information is organized in one central repository so you can capture everything that comes through your legal department with full visibility. Easily add a record from a common location; and automated, sophisticated workflows will assign the correct lawyer, send an email back to the requestor, and set up tasks based on the entry. In addition, you can easily run reports to view the information you need. HighQ simplifies and automates the entire process.

Document Management

Government legal departments often keep documents in multiple silos across devices and systems, making it difficult to locate and search. Documents cannot be securely shared, so collaboration is impossible. With HighQ, your documents will be in a secure, single location that you can easily search and retrieve anywhere. Audit and version history ensures that you have full transparency into who has been working on a document and that you are working on the most recent version of the document. Powerful permissions capability allows complete flexibility over who has access to documents, including individuals outside of the agency.

Document Automation

Government agencies frequently draft the same agreements, policies, or notices over and over. This is both inefficient and creates the risk of human error inherent with manual drafting. HighQ document automation provides a faster, more efficient, and more consistent way of drafting and completing documents. With HighQ document automation, a document that would normally take hours to finish can be done in minutes.

HighQ's mission is to transform the way legal departments work and engage with their internal departments, outside counsel, and colleagues. Being at the center of digital transformation initiatives, our intelligent platform supports team productivity, collaboration, and engagement by helping build truly connected, automated and efficient workplaces. This results in greater efficiency, transparency, and innovation.

Automate legal processes

- Our workflow engine automates time-consuming, manual tasks and connects the content across the platform.

Manage complex projects and transactions

- Task and event management, document collaboration, data visualization, document analysis and document automation.

Document Management and Team Collaboration

- Essential security
- File storage and sharing
- Document management
- Social collaboration
- Solution templating
- APIs, Apps and Add-ins
- Internal users and storage

Case Management

- Configurable site dashboards
- Customizable content metadata
- Smart forms and data sheets
- Task assignment and tracking

Enhanced Productivity and Workflow Automation

- AI-based document analysis
- Data visualization
- Workflow Automation

LEADING THE MARKET IN LEGAL TECHNOLOGY.

In 2019, HighQ was named “Legal Technology Company of the Year” by the Financial Times - both in the publication’s annual ceremony and the FT Intelligent Business Report. The British Technology Awards honored HighQ as “Supplier of the Year” in November of 2019, an award that recognizes suppliers that are reshaping the future of law departments and legal businesses. As a result, HighQ, along with Thomson Reuters, is widely recognized as a top legal supplier in demonstrating excellence in legal technology and client-focused services.

MANAGING CORE WORKFLOWS IN A SINGLE SPACE.

Transform your department with the integrated legal operations hub. Contract management, document management, case and matter management, legal intake and self-service and vendor management all come together in one collaborative space. One platform is all you need.

BRINGING BOTH PEOPLE AND TECHNOLOGY TOGETHER.

The HighQ intelligent work platform brings people together to collaborate on files, matters, and transactions. We know that integration is essential, because, just like your team, your technology solutions need to work together. The HighQ platform excels at collaboration, task management, external vendor engagement, critical workflows, and other capabilities that make daily routines more efficient. HighQ integrates with core productivity tools to make them easily accessible from within HighQ.

SAFEGUARDS SENSITIVE INFORMATION.

The world’s largest law firms, financial institutions, corporate legal departments, and governments trust HighQ to safeguard and share their most sensitive information. Out-of-the-box, HighQ’s secure cloud follows NIST SP800-63b guidelines, delivers highly available 99.9% uptime, offers banking grade encryption, and is monitored by our team 24/7.

CONFIGURABILITY AND USABILITY

HighQ Premium is more of a configurable rather than customizable solution. This model results in faster ability for clients to adopt new functionality and modify the platforms as their business needs change. In addition to adoption speed, our configurable model enables clients to make these changes at a lower cost than other solutions. The configurable approach also ensures that clients do not have to worry about customizations preventing system upgrades, improving long-term ease of use.

ACCESSIBLE ANYTIME, ANYWHERE.

Built from the ground up to support the mobile nature of business, the HighQ platform enables your team to work together efficiently, regardless of where they are or what device they are using. Whether you are interacting with HighQ as part of a more efficient work process or delivering engaging content to clients, the platform automatically adjusts to whatever device, browser, or operating system is being used. From laptop to desktop to mobile device, you'll never have to think about how users are accessing your solution. It just works, flawlessly.

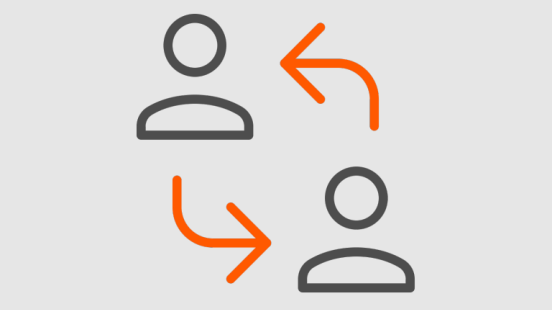
SCHEDULING AND CALENDARING AND INTEGRATION WITH MICROSOFT OFFICE 365

HighQ offers a calendar and task system that can be automated with workflows. Our Office add-in and advanced Office 365 integration enables you to view, create and collaboratively edit Word, Excel, and PowerPoint files in real-time and save them in HighQ. The Office plugin allows you to file your emails, attachments, and files directly to your Collaborate instance, from your inbox or from Microsoft Office. (see screen shot below)

Unique Capabilities

Stay better connected

Securely share and collaborate on generated documents and leverage data collected in other systems to avoid re-keying in the questionnaire.



Workflow and process automation

Automate the generation of single or document suites and route them for approval using automated workflows, and track the progress.

On-demand document assembly

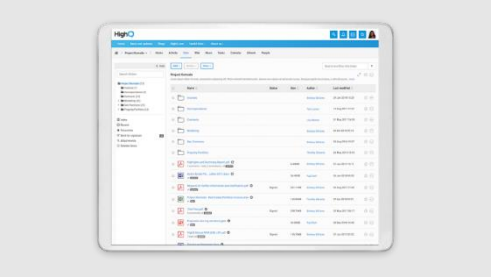
Empower anyone to generate fully drafted and branded legal documents by filling out an online form, which automatically pushes the submitted data into the template.

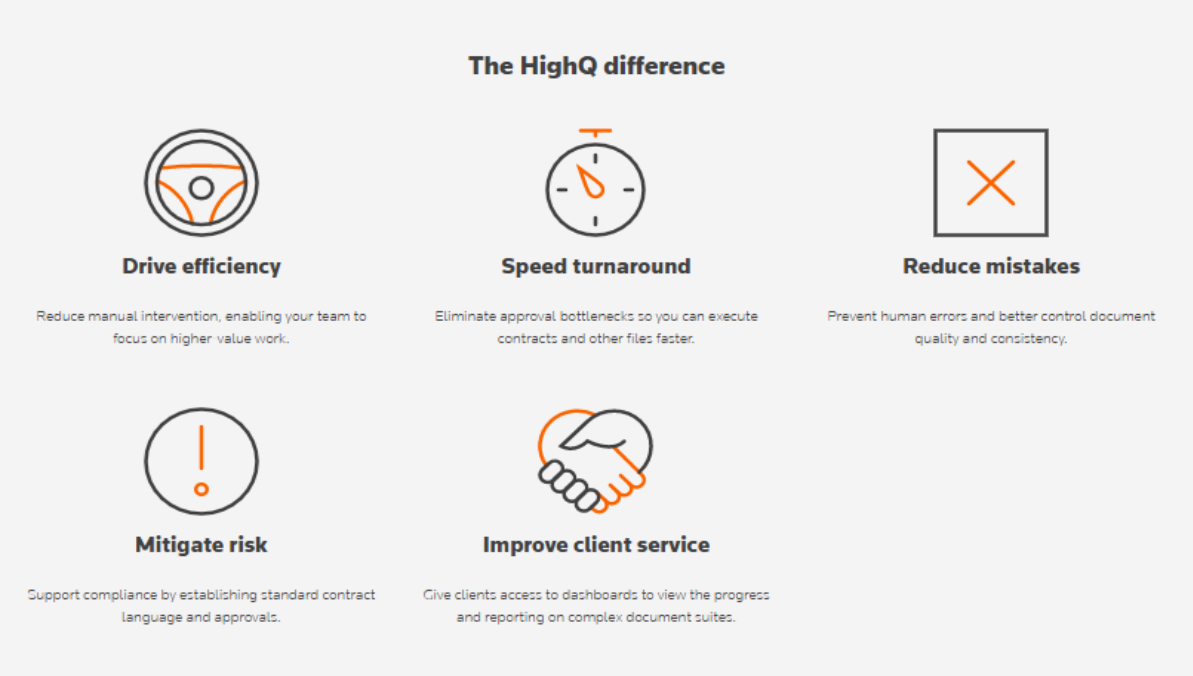
Data collection and management

Use the data that surrounds your document automation process to identify trends, interrogate deal specifics and support due diligence—and visualize it in dashboards.

Seamless document management

Manage the documents in HighQ's central, secure repository, where you can easily access, organize, share, track, audit and archive every version.





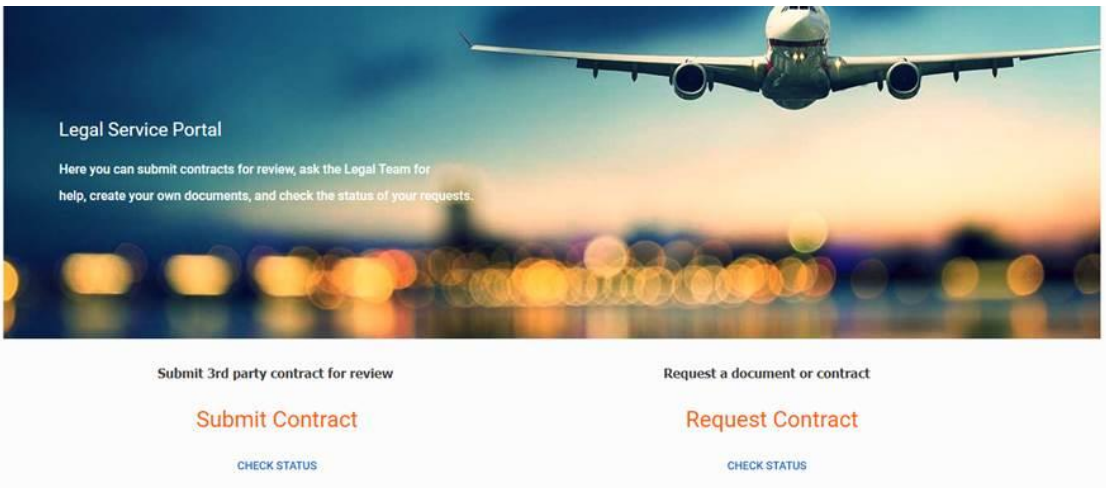
HIGHQ AI

When a file is uploaded to the HighQ Files module, it is sent to the AI Hub, analyzed, key data points are extracted, and this data is then stored in the AI Hub. From the AI Hub, this data can then be used to enrich File Metadata iSheets (custom file metadata) or to use in the Data Visualization dashboard panel. This metadata gives insights into the documents you are dealing with.

HighQ also integrates with leading AI engines such as Kira, Leverton or Eigen or your own AI engine.

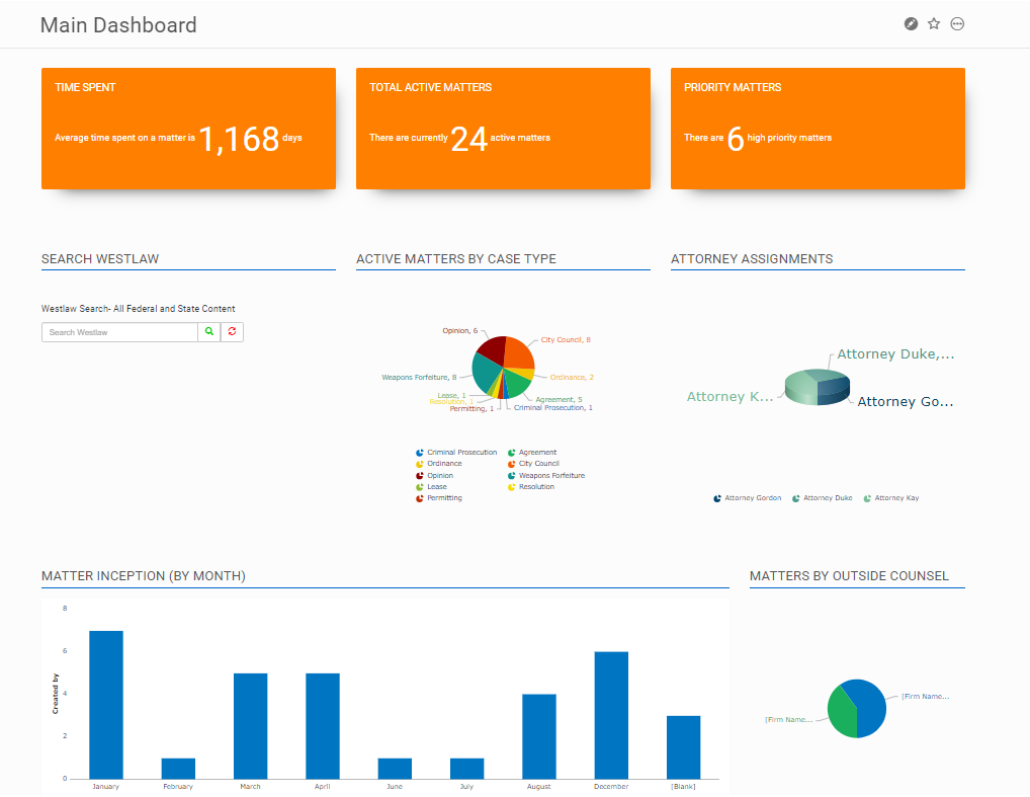
INTAKE SUBMISSION

Improving the delivery of strategic and responsive services is a vital objective of all legal teams. HighQ is focused on delivering an intuitive, secure portal to standardize the legal service request process. Improve legal service delivery through smart self-service tools and triage systems by analyzing intake data and enable your customers with self-service contract assembly and legal guidance.



MASTER DASHBOARD

A dashboard centralizing data from all legal operations workflows. Configure key performance indicators using HighQ's data visualization tools to measure workload and spot risks. HighQ data visualization dashboards allow you to quickly see your agencies analytics in easy to read charts and graphs that are configurable to your needs and can change as your needs change.

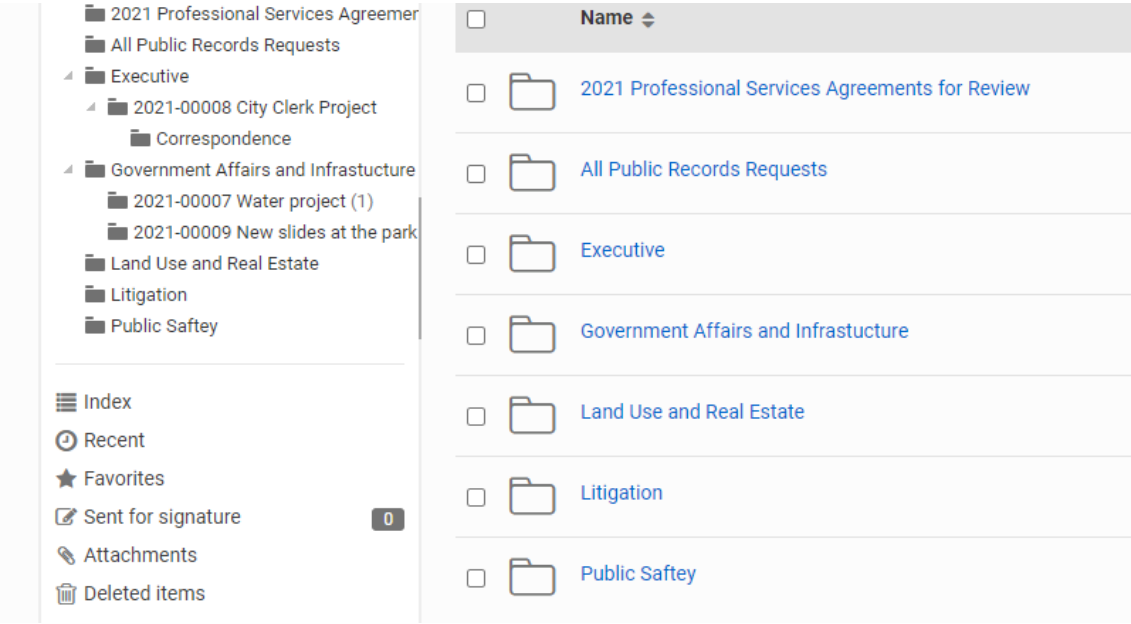


FILES AND FOLDER STRUCTURE

A default folder structure for each contract life cycle phase linked to the automated workflow rules. Almost any type of content can be searched in HighQ, including:

- the full text of files in the Files module- including PDF document
- wiki pages
- tags added to a blog post, iSheets and more

Comments, @mentions and #tags all available on documents as well as workshare redlining and automatic saving of document versions. Integration with Word (Microsoft Office 2013 (365) or newer), Word online and Google Docs allows for document editing. Workflows allow for accepting and rejecting of changes on documents.



OUT-OF-THE-BOX WORKFLOWS

Automated workflows to ensure consistent processes are kept for all contracts throughout the lifecycle including expiry notifications, task allocations & key status notifications.

HighQ with Doc Auto provides a flexible approval engine and process for any document. Approvals occur either in sequence or in parallel workflows with legal review for compliance and accuracy. While multiple departments review simultaneously or in sequence, notifications and status alerts are automatically sent via email, as well as being available in a task inbox. Approved documents are sent in a password protected PDF file for signatures, using secure and advanced DocuSign® or Adobe® Sign integration. Each document is subject to an audit trail, giving legal management a complete picture of how a contract was executed and where it is in the signatory process.

DATA CONVERSION

Conversion of data is highly dependent on the legacy platform the data is coming from. HighQ has an open RESTful API allowing the agency to develop a conversion. We provide access to a developer community within HighQ that provides documentation and discussion groups. HighQ also offers access to a Swagger site with API instructions that can be copied and pasted. We also offer additional Professional services to assist with the APIs on the HighQ end. HighQ includes an office plugin which allows you to drag and drop documents or folders from Windows Explorer to your HighQ site.

SUPPORT

A Dedicated HighQ Implementation team provides training to System Administrators who then provide training to staff with the assistance of their HighQ Dedicated Client Success Manager- We are committed to work with your System Administrators to make sure everyone is trained and comfortable using HighQ.

HighQ offers an 800#, e-mail, online Knowledge Base and Development Community as other avenues of support.

HighQ has updates/enhancements 2-3 times a year. Your post-sales HighQ support resources will alert the Office's system administrators on any new updates/enhancements upon release.

List of HighQ Clients. HighQ is used by the top Law firms, Fortune 500 companies and government agencies throughout the United States and abroad. Some of our current customers are included below:

Organization Name:	**City of San Buenaventura**
Website:	www.cityofventura.ca.gov/153/City-Attorney
Point of Contact:	Andy Heglund
Phone:	(805) 654-7818
Scope of Work provided by Respondent:	Full implementation of TR HighQ used primarily for matter management, contract management, and litigation management.

Organization Name:	**Fairfax County Attorney**
Website:	https://www.fairfaxcounty.gov/contact/AgencyDetail.aspx?agId=17
Point of Contact:	Kim Rabinowitch
Phone:	(703) 324-2421
Scope of Work provided by Respondent:	Full implementation of TR ProLaw used primarily for matter management, contract management, and litigation management.

Organization Name:	**Town of Mt. Pleasant, S.C.**
Website:	https://www.tompsc.com/
Point of Contact:	Mac Deford
Phone:	(843) 884-8517
Scope of Work provided by Respondent:	Ongoing implementation of TR HighQ used primarily for matter management, contract management, and litigation management.

Key Personnel, Resumes (HighQ Account Team). The High Q solutions team will be led by our Solutions Consultant Kay Engler along with local representatives Tim Moore and Sruthi Koneru. Our professional services team will head up the implementation and is led by Geoff Goldberg and a HighQ Implementation Consultant and a Document Automation Specialist. Installation will be handled by Julie Bye and team, with implementation by Kyle Haire. All team leads will be assigned during the implementation phase of the project and will continue to work the project through to project close.

Key Personnel	Role	Location	Description of Role
Nate Whaley	Account Executive	Virginia	Primary Contact for Proposal
Sharon Cole	Account Manager	North Carolina	Post-sale and account management
April Jones	HighQ Solutions Consultant	South Carolina	HighQ product expert and leads demonstration
Assigned PM	HighQ Project Manager	Minnesota	Leads project implementation team
Kyle Haire	HighQ Technical Support	Minnesota	Post-sale technology support

- **Nathaniel Whaley, Account Executive, Government.** Nate serves as TR Account Executive for government agencies and public universities in Virginia, D.C., and Maryland. Nate's previous experience with Thomson Reuters includes serving West Coast public agencies and institutions in California, Arizona, Nevada, Texas, and Oklahoma. Nate has placed a diverse range of TR products with over 400 government agencies throughout the United States and brings a fresh perspective to the DMV Region. Nate has been employed at TR for more than 5 years, and he is a graduate of Youngstown State University.

- **Sharon K. Cole, Esq., Account Manager, Government.** Sharon serves as TR Account Manager for government agencies and public universities throughout Virginia and the Mid-Atlantic Region. Sharon is a licensed attorney in North Carolina whose previous experience includes training and supporting a wide array of TR legal products; Assistant Director of CLE/Publications for the NC Bar Association; and serving as the South East Regional Education Consultant for West LegalEdcenter. Sharon has been employed at TR for more than 5 years, and she is a graduate of Campbell University School of Law.

- **April Jones, HighQ Solutions Consultant, Government.** April serves as HighQ Solutions Consultant for government agencies and public universities located in the United States East Coast Region. In her work with Thomson Reuters, April consults with customers on the various premier product lines to identify legal research needs, productivity efficiencies and technology solutions to fulfill those needs such as HighQ, Westlaw, West Legal Ed and Case Lines. April has been employed at TR for more than 5 years, and she is a graduate of the College of Charleston.

- **Kyle Haire** is a TR Technical Client Manager for state and local government as well as the Customer Success Consultant for HighQ. He has helped TR customers to resolve challenging technical issues with the ability to think outside the box for unique situations that didn't have clear cut solutions. Kyle works with a specialized team of TR technologists who serve law firms and government agencies throughout the United States. Kyle has been employed at TR for more than 5 years, and he is a graduate of Saint Cloud State University.

TAB 4 – HIGHQ PROJECT APPROACH AND METHODOLOGY

Project Approach and Methodology. The Office will have a discovery discussion with the US-based HighQ Project Manager to determine needs. The proposed base HighQ solution will cover most needs from managing documents, cases, legal requests, contracts and more. Having one integrated solution is the cost-effective approach of choosing HighQ.

The HighQ Implementation Team provides training to the Office's selected HighQ System Administrators. The Office's System Administrators will then provide training to Office staff with the assistance of the HighQ Project Manager and other HighQ support personnel. HighQ's Project Manager and the assigned TR Government Account Manager work with the Office's Designated Representative and selected System Administrators to make sure everyone is trained and comfortable using HighQ prior to project close and shifting to post-sale support resources. Because HighQ is a no-code system, the administrators can be office administrators or attorneys, it is not a requirement for the Office to dedicate its IT personnel as primary system administrator(s).

Each HighQ implementation is unique. The implementation timeline will be dependent on the needs and availability of the determined administrator at each agency. A typical implementation will be about 60-90 days. Below is a sample project plan:

Implementation Task Plan	
Project Planning	
Action Item	**Owner(s)**
Welcome email	TR Account Manager (AM)
Project kick-off call	HighQ acct team, <Office>
Complete pre-requirements document	<Office>
Instance Activation	
Action Item	**Owner(s)**

Submit instance creation request	HighQ Project Manager (PM)
Build instance	HighQ Infrastructure team
Approve branding	<Office>
Configure instance	HighQ support team
Instance set up complete	PM
Integrations	
Action Item	**Owner(s)**
Submit integration(s) request(s)	PM
Scoping call	HighQ Tech Consultant, <Office>
Set up HighQ Appliance	HighQ Tech Consultant
Set up AD Connector if needed	HighQ Tech Consultant
Set up Microsoft SharePoint/CMIS Connector if needed	HighQ Tech Consultant
Set up InterAction Connector if needed	HighQ Tech Consultant
Set up SSO if needed	HighQ Tech Consultant
Set up SQL iSheets Connector if needed	HighQ Tech Consultant
Set up EKM if needed	HighQ Tech Consultant
Set up Hybrid if needed	HighQ Tech Consultant
SeeUnity scoping call	SeeUnity, <Office>
Set up DMS Connector	SeeUnity
Confirm integration(s) set up	PM
Training (5 hours included at Implementation stage)	
Action Item	**Owner(s)**
Submit training request(s)	PM
Site admin training	Implementation Team <Office>
System admin training	Implementation Team <Office>
iSheets training if needed	Implementation Team <Office>
Confirm trainings complete	PM
Document Automation	
Action Item	**Owner(s)**
Confirm Document Automation Specialist engaged	PM
Legal Anywhere Migration	
Action Item	**Owner(s)**
Confirm Legal Anywhere resource engaged	PM
Confirm Legal Anywhere site list is provided	PM
Confirm Legal Anywhere migration is in progress	PM
Westlaw Page Integration (if applicable)	
Action Item	**Owner(s)**
Confirm Westlaw resource engaged if needed	PM

Confirm page development linking to Westlaw research pages is in progress if needed	PM
Go Live	
Action Item	**Owner(s)**
Ensure team engagement for enablement work	PM
Ensure contacts added to HighQ Community Site	PM
Project Close	
Action Item	**Owner(s)**
Provide wrap-up email	PM
Ongoing support	AM + HighQ Support channels

Data Conversion. Conversion of data is highly dependent on the legacy platform the data is coming from. HighQ has an open RESTful API, allowing the Office to develop a conversion. TR provides access to an online developer community within HighQ that provides documentation and discussion groups. HighQ also offers access to a Swagger site with API instructions that can be copied and pasted. HighQ includes an MS Office plugin which allows drag and drop documents or folders from Windows Explorer to your HighQ site. TR offers purchase of additional Professional Services to assist with the API integration with HighQ. TR's Scope of Professional Services does not encompass staffing to perform data conversion on behalf of the Office.

HighQ Updates. HighQ has updates/enhancements 2-3 times a year, to include bug fixes and patches. Post-Sales HighQ support channels will alert the Office system administrators on any new updates/enhancements as they are released.

Implementation Training. Included in the base price of HighQ are three administrative training sessions, up to 5 hours of total base-included training time. These sessions are taped and added to your HighQ instance for reference at any time. The completion of these three sessions is required before the working sessions with the HighQ Consultant can begin. The HighQ Consultant will then schedule working sessions with the administrators to assist and educate on the configuration of HighQ to meet the agency's needs, including availability of numerous pre-built workflow and other templates. HighQ Implementation Team will enable the agency administrators to conduct end user trainings and offer additional trainings as needed. Additional hours of implementation training can be purchased beyond the 5 hours of base-included training time. Purchase of additional training can be utilized to help build more complex workflows desired by the Office.

Ongoing Support. HighQ offers a US-based 800# support number, e-mail support, dedicated TR Account Manager, dedicated HighQ Product Specialist, online HighQ step-by-step tutorials, HighQ Knowledge Base and Development Community as other avenues of ongoing support.

Anticipated Application Dispositions. HighQ has an open rest API allowing integration with many other solutions. HighQ with Doc Auto provides a flexible approval engine and process for any document. Approvals occur either in sequence or in parallel workflows with legal review for compliance and accuracy. Approved documents are sent in a password protected PDF file for signatures, using secure and advanced DocuSign® or Adobe® Sign integration. While multiple departments review simultaneously or in sequence, notifications and status alerts are automatically sent via email, as well as being available in a task inbox. Each document is subject to an audit trail, giving the Office a complete picture of how a contract was executed and where it is in the signatory process. API integration is not required for HighQ to seamlessly interact with Google Drive.

HighQ Optional Add-On Services.

- Professional Services to assist with API integrations
- Additional Implementation Training Time to assist in building complex workflows
- Additional Storage Capacity. Unlimited storage is available and must be purchased in blocks of 500GB
- Contracts Analysis. Contracts module includes set reminders for renewals, expiration, and much more

HighQ as legal collaboration hub – API Integrations

- Extends your existing technology investments
- Works well with the tools your team already uses
- Allows external sharing of internal systems' information

HIGHQ AI INTEGRATION

When a file is uploaded to the HighQ Files module, it is sent to the AI Hub, analyzed, key data points are extracted, and this data is then stored in the AI Hub. From the AI Hub, this data can then be used to enrich File Metadata iSheets (custom file metadata) or to use in the Data Visualization dashboard panel. This metadata gives insights into the documents you are dealing with.

HighQ also integrates though API with leading AI engines such as Kira, Leverton or Eigen.

Attachment F – Functional Requirements

Configuration and System Administration

The following requirements relate to functionality used primarily by administrators and power users to both initially configure the system as well as make modifications to that configuration over time.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
CSA-01	System should be able to add various matter types (e.g., General Advice, Document Review, Document Drafting, Violation Letter, General Research, Litigation, etc.)	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-02	System allows user to add attributes based on case type (e.g., default attorney, court venue, etc.)	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-03	System allows for the specification of business rules and formats for data fields including both vendor and custom defined fields (e.g. check for duplicates, date validation, data length, field type, private vs. public, lock/unlock, data formats, etc.).	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-04	System allows for configuration and maintenance of application screens (or electronic forms) for all aspects of the system.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-05	System should not use Microsoft Access as the database management system.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-06	System is a web-based application, with mobile responsive design preferred.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-08	System allows branding that can be modified to fit the "look and feel" of Henrico County.		X				Collaborate Premium with Doc Auto and WorkShare Integration
CSA-09	System can be hosted on county servers or on county approved cloud services (including top tier providers like Amazon, Microsoft, and others).					X	Collaborate Premium with Doc Auto and WorkShare Integration
CSA-10	Software must be easy to patch or update when new versions come out via Henrico County IT staff.					X	Collaborate Premium with Doc Auto and WorkShare Integration
CSA-11	Documented data model and data dictionary provided to customer as part of licensing.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-12	System must be accessible on-site and by remote access.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-13	System must provide 99.75% uptime, excluding scheduled maintenance. Scheduled maintenance must only be during non-work hours (work hours are from 5am-8pm (eastern) on weekdays). 72 hours of notice are required for any scheduled downtime.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CSA-14	Offers a Service Level Agreement based on severity and time of day for support.			X			Collaborate Premium with Doc Auto and WorkShare Integration Note: Professional Services add-on required

Attachment F – Functional Requirement

General Functionality and Usability

The following requirements are related to application functionality and end-user experience that is common to all aspects of the system and cannot be categorized into any of the other categories.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
GEN-01	Application, including its administrative interface, must be accessible through modern web browsers (MS Edge v. 41.16299 or higher, Firefox v. 68 or higher, Chrome v. 79 or higher, Safari v. 12 or higher, Opera v. 66 or higher)	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-02	System allows users to manually assign file numbers.		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-03	System provides dashboard capabilities, allowing administrators to configure different screens for each user group.		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-04	System allows users to personalize their user dashboard and interface based on their personal preference.		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-05	System allows the user to view cases and matter status in a "consolidated" view.		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-06	System provides a mobile application with full system capability for devices including, but not limited to, iPad, android tablet, MS surface, etc.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-07	System allows mobile users to personalize the mobile user interface based on their personal preferences.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-08	System allows users to attach photos, videos and other file types to a case from a user's mobile device.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-09	System allows for the creation of a complex organizational hierarchy (e.g., creation of departments, divisions within a department, etc.).		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-10	System allows users to set budgets and track expenses associated with individual matters.		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-11	System allows users to link and easily navigate to/from related records within the system (e.g.contact record can be opened from within a case and vice versa)		X				Collaborate Premium with Doc Auto and WorkShare Integration
GEN-12	System offers spell check for all free form text fields and offers grammar check for selected fields.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-13	System supports printing reports and other system data in various formats and sizes, using specific printers, paper trays, or preconfigured forms.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-14	System allows users to launch the application associated with the attachment from within system.	X					Collaborate Premium with Doc Auto and WorkShare Integration
GEN-15	System must comply with federal, state and/or local regulations.					X	TR can respond specifically about HighQ compliance per named regulation

Workflow Functionality

A key component of the County's desired Matter Management solution will be the ability to build intelligence into the system for how processes are routed within the solution. For example, a behavior that allows work requests to be assigned automatically based on the submitter's department or a behavior that allows work requests to automatically generate a file in the system, etc. These types of behaviors are "workflow" functionality.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
WF-01	System must be able to send email reminders based on key dates that are dictated by the matter type (for example, must respond to a complaint in 30 days).	X					Collaborate Premium with Doc Auto and WorkShare Integration
WF-02	System allows for configuration of rules and conditions to generate a notification (email, text message, and/or system displayed message based on stored data, meeting a defined business rule, or event).	X					Collaborate Premium with Doc Auto and WorkShare Integration
WF-03	System automatically calculates court deadlines		X				Collaborate Premium with Doc Auto and WorkShare Integration

Attachment F – Functional Requirements

Case Information

The following requirements relate specifically to the case information functionality of the system.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
CI-01	System allows user to add attributes to matter (e.g., unique ID, title, department, division, case/matter type, case status, date received, date due or expected, responsible attorney(s), contact person(s), description, keywords).		X				Collaborate Premium with Doc Auto and WorkShare Integration
CI-02	System allows for case files to be merged together and keep one of the case file's name and ID.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-03	System allows attributes of case files to be changed manually	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-04	System must allow for documents to be moved from one case file to another.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-05	System allows for a document to be stored in multiple case files	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-06	System provides the ability to notify selected users of case changes.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-07	Systems allows multiple addresses to be assigned to a case.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-08	System allows users assigned to a case to subscribe to notifications of case changes		X				Collaborate Premium with Doc Auto and WorkShare Integration
CI-09	System allows for comments or notes to be separated into internal notes and external notes.		X				Collaborate Premium with Doc Auto and WorkShare Integration
CI-10	System must not allow for the creation of a case in the past (except during implementation/conversion).	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-11	System will not allow changes to "completed cases" without manager (county attorney) approval.		X				Collaborate Premium with Doc Auto and WorkShare Integration
CI-12	System allows users to assign infinite number of people to receive information about the case who may not be directly related to case			X			Collaborate Premium with Doc Auto and WorkShare Integration Note: Additional Storage add-on required for infinite public usage
CI-13	System attributes on a case type to include but not limited to (Date Submitted, Contact Person, Completion Request, etc).	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-14	System allows user to print labels with case file info for physical documents		X				Collaborate Premium with Doc Auto and WorkShare Integration
CI-15	System must retain and report history for cases.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CI-16	System must have a contracts management feature to organize relevant documents, amendments, and set reminders for renewals, expiration, etc."	X					Collaborate Premium with Doc Auto and WorkShare Integration

Contacts

The following requirements pertain to the contacts functionality of the solution.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
CON-01	System allows for configuration and maintenance of application screens (or electronic forms) for all aspects of the system.		X				Collaborate Premium with Doc Auto and WorkShare Integration
CON-02	System allows for the creation of multiple contact types and each accommodates multiple addresses, phone numbers, email addresses, primary and secondary contacts (for entities/businesses), etc.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CON-03	System integrates with Active Directory for the import of contacts.		X				Collaborate Premium with Doc Auto and WorkShare Integration Note: Active Directory Connector add-on required
CON-04	System can list all case files associated with a contact.	X					Collaborate Premium with Doc Auto and WorkShare Integration
CON-05	System allows for assigning one or more roles to an individual or organization (e.g., contact Smith is a witness on one case and a plaintiff on another case)	X					Collaborate Premium with Doc Auto and WorkShare Integration

Attachment F – Functional Requirements

Documents

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
DOC-01	System must import, store, and retrieve documents and data associated with particular matters.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-02	System imports Outlook email files (not PDF)	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-03	System should automatically perform Optical Character Recognition (OCR) when PDFs are imported.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-04	System tracks each document that is imported by import date.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-05	System offers a version management feature that creates new versions of documents and has the capability to create blacklines between different versions.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-06	System provides revision history for ready access to all versions of a document.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-07	System can automatically assign file numbers.		X				Collaborate Premium with Doc Auto and WorkShare Integration
DOC-08	System allows for validation of address fields using County GIS.			X			Collaborate Premium with Doc Auto and WorkShare Integration Note: API integration required with Professional Services recommended
DOC-09	System allows fields to be tracked historically with indicator to be set on whether or not field is to be audited.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-10	System allows archiving of old documents with versioning.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-11	System allows attachments to be removed from the system (Used when a newer version is available without need for versioning).	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-12	System include ability to create document retention schedules based on Library of Virginia guidelines and user defined time periods.		X				Collaborate Premium with Doc Auto and WorkShare Integration
DOC-13	System allows user to assign a retention schedule to a document		X				Collaborate Premium with Doc Auto and WorkShare Integration
DOC-14	Deleted documents are recoverable for 90 days.	X					Collaborate Premium with Doc Auto and WorkShare Integration Note: Deleted documents are stored in trash until permanantly deleted.
DOC-15	System allows user to run a report showing what documents are to be destroyed based on retention schedule.		X				Collaborate Premium with Doc Auto and WorkShare Integration
DOC-16	System allows user to add attributes to documents (e.g., unique ID, title, related case file ID, document type, date created, expiration/renewal date, who created it, retention schedule, description, version).	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-17	System can send email reminders based on the expiration date or renewal date of a document.		X				Collaborate Premium with Doc Auto and WorkShare Integration Note: Reminders are in-platform
DOC-18	System allows for digital signatures.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-19	System allows for electronic signatures. If not built-in to the core system, it must integrate with Adobe Sign.		X				Collaborate Premium with Doc Auto and WorkShare Integration Note: API integration required
DOC-20	System allows multiple reviewers to review the same document simultaneously	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-21	System manages the indexing and storage of electronic documents and a catalogue of hard copy files and documents.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-22	System allows user to send documents to external users for their review and comment and offers ability to automatically save an external user's revision as a new version that indicates its origin.	X					Collaborate Premium with Doc Auto and WorkShare Integration
DOC-23	System must store and group emails, calendars, tasks, documents, and contact information associated to a specific matter and multiple matters when necessary.	X					Collaborate Premium with Doc Auto and WorkShare Integration

Attachment F – Functional Requirements

Querying/Searching
The following requirements pertain to the functionality available for searching.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
QS-01	System offers robust search functionality that allows a user to search across all parts of the system to which the user has permission to access and across all types of documents containing text using various terms and operators.	X					Collaborate Premium with Doc Auto and WorkShare Integration
QS-02	System indexes all words within documents to be searchable so that a user can search for words within all types of documents to which the user has permission to access.	X					Collaborate Premium with Doc Auto and WorkShare Integration

Attachment F – Functional Requirements

Templates

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
TEMP-01	System supports creation of templates for letters, legal holds, legal documents, etc., which can be used to mass produce notifications.		X				Collaborate Premium with Doc Auto and WorkShare Integration
TEMP-02	System supports creation of an unlimited number of document templates (report definitions).		X				Collaborate Premium with Doc Auto and WorkShare Integration
TEMP-03	Templates have an unlimited number of fields populated from system data.		X				Collaborate Premium with Doc Auto and WorkShare Integration
TEMP-04	System supports modification of documents created from templates.	X					Collaborate Premium with Doc Auto and WorkShare Integration
TEMP-05	System offers ability to save a document created from a template to a case file in PDF and Word formats.	X					Collaborate Premium with Doc Auto and WorkShare Integration
TEMP-06	System allows placing signatures (electronically) where applicable.	X					Collaborate Premium with Doc Auto and WorkShare Integration

Attachment F – Functional Requirements

Discovery
The following requirements pertain to e-discovery functionality.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at page 12 Discovery Management
DISC-01	System performs automatic data processing, including OCR, deduplication, and metadata processing, upon upload.	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-02	System indexes words within uploaded documents to make words searchable.	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-03	System allows users to organize and filter documents based on metadata.	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-04	System includes document marking tool with multiple types of designations and customizable designations.	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-05	System includes tool for building privilege logs.		X				Collaborate Premium with DocAuto and WorkShare Integration
DISC-06	System includes redaction tool that permits redaction of customizable areas	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-07	System allows users to build production sets with Bates numbering.	X					Collaborate Premium with DocAuto and WorkShare Integration
DISC-08	System allows users to send and receive documents through a secure portal.	X					Collaborate Premium with DocAuto and WorkShare Integration

Attachment G – Technical Requirements

Operating Environment Requirements

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
OE-01	The application, including its administrative interface, must remain current with modern web browser versions. No feature of the application must rely on any browser specfic features.	X					HighQ supports the latest versions of most major browsers including IE10 and upwards and the latest version of Edge on Windows. We also support the latest two versions of Chrome and Firefox on Windows and macOS, the latest two major versions of Safari on macOS and iOS, and the latest version of Chrome on iOS and Android.
OE-02	The system's platform does not have browser plug-in requirements		X				HighQ does not require an add in the to the browser. However, HighQ offers a number of optional apps, plugins, and connectors to improve integrations with popular third-party applications such as Outlook, Word and more. See https://knowledge.highq.com/help/apps-plugins-and-connectors
OE-03	System provides extensibility with other Microsoft Office products for ease of use.		X				HighQ offers a number of optional apps, plugins, and connectors to improve integrations with popular third-party applications. See https://knowledge.highq.com/help/apps-plugins-and-connectors

Attachment G – Technical Requirements

Security Requirements

The following requirements relate to the security and auditability of the solution.

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ security detail at Tab 2, pages 10-15
SEC-01	System primarily supports federated web authentication via County hosted Active Directory Federation Services (AD FS), or other means of Active Directory integration. Core County users should be using AD to authenticate.	X					HighQ supports integration with active directory through an active directory connector that can be configured with assistance of our professional services team. Core users will be able to authenticate with active directory.
SEC-02	The system needs to allow for non-AD accounts to be created. These would be used for non County staff that need access to the system.	X					If AD SSO is enabled, other external users may be added to the system manually. Those users will then be presented with a form-based authentication option allowing them to access with a username and password.
SEC-03	System must have security at form level so it can limit which forms/screens a user can access	X					All content in HighQ can be permissioned to prevent any users from editing and/or viewing content within the application. Also, users can be preventing from seeing entire screens and/or modules within the application.
SEC-04	For non-AD accounts (or if System cannot accommodate AD), system must encrypt passwords in storage and transmission, satisfy security criteria (e.g., minimum length, special characters, etc.), and require periodic changes."	X					Stored passwords are encrypted. System settings allow for setting minimum security criteria and requiring periodic password changes.
SEC-05	Users accounts need to be able to be set up using application security.	X					User account creation is restricted to administrative users. User must then be assigned permissions for each site the user is granted access, controlling what they can and cannot access for that site.
SEC-06	User accounts need to be able to be set up using mixed authentication	X					Users may access the system through an SSO authentication, or they may access using a form-based username and password. Authentication may be configured to require 2 factor authentication and individual sites may be further password protected as needed.

SEC-07	System captures audit and history information regarding adds, changes, and deletes on all fields, including but not limited to date of change, who made the change, and which attribute(s) changed.	X					Audit trails are available for most actions taken by users. These audit reports are available to users with administrative rights and contain information what, when and who for tracked changes.
SEC-08	System includes an internal security structure that provides application administrators with the tools to control access to each part of the software based on user roles and functions.	X					User permissions control what a user can see and do across all modules of the application. Those permissions may be either a one time configuration or based on group permissions (roles) that can be used across multulpe users.
SEC-09	System allows for the ability to create and terminate temporary user access automatically after a defined period of time.	X					User can create links for limited access to specific content that has a user defined expiry. The user has access only to the linked content and that link and access will automatically expire after the defined duration.
SEC-10	System must feature security protocols that temporarily lock accounts after a predetermined number of unsuccessful login attempts and automatically logout users after a defined period of inactivity.	X					Administrators have the option to configure account lockout after a defined number of failed login attempts. Inactivity periods may also be configured, which will automatically terminate a user session after a defined period of time.
SEC-11	System has the ability to log basic information about user access activity, system events, errors, and access violation reports. Logs must capture the following: user authentication, type of event, date and time, success or failure indication, origination of event, identity or name of affected data, system, component, or resource.	X					Audit reports are available on successful and failed login attempts. Reports also capture data events, such as creation and deletion. All logs track identifying information about the event, such as a username or IP address, what the action attempted was and success of failure, as applicable.
SEC-12	System has the ability to enforce audit trails for administrator-defined record types and transactions including - log on attempts- account creation and modification.	X					Logins (both successful and failed) are tracked. In addition reports about user creation and modification are available as well. Other reporting and tracking is available.
SEC-13	System needs to allow for password recovery for non-AD accounts only.	X					Password recovery is available for all users who authenticate with a form-based username and password through a request initiated by the user or through an administrative option.
SEC-14	System must use HTTPS for all traffic.	X					See https://knowledge.highq.com/help/getting-started/platformurl-context-name-and-cname-instructions

Attachment G – Technical Requirements

Integration

ID	Requirement	S	Cf	Cs	U	NA	Describe how this requirement will be met Please see HighQ product detail at Tab 9 Appendices
INTEG-01	System must integrate with Microsoft Office 365 (GCC).	X					HighQ integrations with Mircosoft Word through a plug-in, native Teams integration and has a integration with Outlook.
INTEG-02	System must integrate with Google Drive.	X					HighQ has a native Google Drive integration that can be enabled.
INTEG-03	System must integrate with County ESRI/Arc GIS web services.				X		HighQ is an Open RESTful API and can integrate with many solutions
INTEG-04	System could provide APIs for developer integration.	X					A full suite of APIs are available for most areas of the application, with full documentation and professional services support available, and access to SWAGGER.

TAB 5 – LICENSING (SAMPLE ORDER FORM)

THOMSON REUTERS

Order Form **Order ID: Q-01540138**

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

Account Address
Account #: 1000613950
HENRICO COUNTY
JOSEPH P RAPISARDA JR
PO BOX 90775
HENRICO VA 23273-0775 US

"Customer"

Shipping Address
Account #: 1000613950
HENRICO COUNTY
JOSEPH P RAPISARDA JR
PO Box 90775
HENRICO VA 23273-0775 US

Billing Address
Account #: 1000613950
HENRICO COUNTY
JOSEPH P RAPISARDA JR
PO Box 90775
HENRICO, VA 23273-0775 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "Customer", "you", or "I". Subscription terms, if any, follow the ordering grids below.

HighQ Products

Material #	Product Name	QTY	Unit/Type	Charges	Minimum Term (Mos.)	Order Type	Billing Frequency
30830559	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,827.00		Subscription	Monthly
42811155	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	25	Seats	$1,462.00		Subscription	Monthly
30830565	HIGHQ ADDITIONAL STORAGE SUB	500	Seats	$563.00		Subscription	Monthly
30830747	HIGHQ COLLABORATE WORKSHARE INTEGRATION SUB	25	Seats	$147.00		Subscription	Monthly

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 changes to your pricing at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Professional Services

Material #	Product Name	Charges
30830505	HIGHQ PLATFORM SETUP	$3,000.00

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.

Additional Product Info

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

For each Document Automation Core Internal 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

The Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf
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.

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.

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

Additional Order Form 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 60 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-01540138

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 11/20/2021.

TAB 5 – LICENSING (SAMPLE ORDER FORM)

THOMSON REUTERS	**Attachment** **Order ID: Q-01540138** Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Murphy, Ryan
Email: mur047@henrico.us

eBilling Contact
Contact Name Ryan Murphy
Email **mur047@henrico.us**

TAB 5 – LICENSING

THOMSON REUTERS GENERAL TERMS & CONDITIONS

THOMSON REUTERS

Thomson Reuters General Terms and Conditions
Version 2.1

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and 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 products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other 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.

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our SaaS only for your own internal business purposes.

(b) **Delivery**. We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

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THOMSON REUTERS GENERAL TERMS & CONDITIONS

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form 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 products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us 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. This section 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.

8. WARRANTIES AND DISCLAIMERS

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 LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR 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.

(b) INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY 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, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE 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.

(d) DISCLAIMER. 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 PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(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 PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES 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.

9. 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 PRODUCT OR 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). 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.

(b) **Unlimited Liability**. Section 9(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; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms 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 products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **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 are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data ; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters 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.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. 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 products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) 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, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services 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**. If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us 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**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

(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) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us 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 of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

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TAB 5 – LICENSING

HIGHQ PRODUCT SPECIFIC TERMS

THOMSON REUTERS

HighQ Product Specific Terms

1. APPLICABILITY

1.1 These HiqhQ product specific terms ("Product Specific Terms") apply when you purchase a license to use or access HighQ as set out in the applicable Order Form. "You", "your" and "Customer" mean the client, customer or subscriber identified as such in the order form and "we", "our" and "Thomson Reuters" mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.

1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Product Specific Terms, annexes, schedules and general or master terms and conditions.

1.3 As used herein: Permitted Affiliate means any of your current or future affiliates, which are entities you directly or indirectly, have the power to Control, whether through ownership of (a) more than fifty percent of the voting equity or (b) more than fifty percent of an interest in a joint venture in which Control over the joint venture is set forth in writing, and in each case, for as long as such Control exists. "Control" and its correlative terms means, with respect to any entity, the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such entities, whether through ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, and (ii) the authority to bind such affiliate to the terms and conditions of this Agreement.

2. SCOPE OF HIGHQ LICENSES

2.1 **License types:**
Core Internal Users: Named employees and contractors under your, or your Permitted Affiliates', control to whom you provide a log-in identification to access HighQ products and services set forth in your Order Form; provided that the maximum number of Core Internal Users is set out on the Order Form.

Designated Other Users: Individuals who are not Core Internal Users, and who are intended to be ancillary users of the HighQ products and services, who you invite to access HighQ; provided that the maximum number of Designated Other Users is set out on the Order Form. Designated Other Users includes both **External Users** (meaning individuals outside your, or your Permitted Affiliates' organization) and **Basic Internal Users** (meaning individuals under your, or your Permitted Affiliates organization's control).

2.2 **Scope of Use**. All access to HighQ by Core Internal Users and Designated Other Users is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access HighQ through any individual user account. You and your Core Internal Users and Designated Other Users shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of HighQ.

2.3 **Designated Other Users**: Core Internal Users may provide access to your instance of HighQ to your Designated Other Users solely for the purposes of:

(a) For External Users: collaborating on services you are providing to your client in your normal course of business; and

(b) For Basic Internal Users:

(i) receiving the services provided by a Core Internal User;

(ii) submitting requests or other information to Core Internal Users;

(iii) reading, using, and reviewing Your Content or providing comments on Your Content to Core Internal Users;

(iv) creating and editing documents using templates and workflows created by a Core Internal Users;

(v) receiving status updates from Core Internal Users;

(vi) A Basic Internal User may not:

i. create or edit templates, or workflows;

ii. administer or configure the HighQ product or services, or any part of the HighQ product or services; or

iii. be granted administrative, editorial, or content creation rights.

2.4 **Responsibilities**. You are responsible for the terms on which you supply HighQ, provided that you are responsible for your Designated Other Users' compliance with the terms of the Agreement and you provide all support to your Designated Other Users. Designated Other Users' access and use must only be made available in the manner and using the functionality we make available to you within HighQ. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Designated Other Users' access when your Agreement for such licenses expires or is terminated.

2.5 **Additional Authorized Uses**. Core Internal Users may (and may authorize External Users to) provide access to documents made available through HighQ to a non-user solely for the purpose of reading or editing a shared file, and for filling out iSheet forms.

2.6 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to HighQ, including allocation and removal of access, and for the actions of all Core Internal Users. You may only grant administration rights to identified Core Internal Users. You are responsible for all access to HighQ through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

TAB 5 – LICENSING

HIGHQ PRODUCT SPECIFIC TERMS

THOMSON REUTERS

3. YOUR CONTENT

Your content is any information, data, materials or other content that you, Core Internal Users or Designated Other Users upload or submit through HighQ ("Your Content"). Except as otherwise provided herein, all output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of HighQ by or on behalf of you, any Core Internal User or Designated Other User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Core Internal Users, or required in order to perform the services or as otherwise expressly required by applicable laws. You grant us permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the services. You acknowledge and agree that we may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to HighQ. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the HighQ services for up to fifteen (15) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these HighQ Product Specific Terms shall supersede any license agreements between you and us for any of our other products.

4. BRAND LICENSE

Where you upload a logo or other branding ("Logo") to the HighQ service, you hereby grant to Thomson Reuters a non-exclusive license to publish the Logo within your instance of HighQ for the term of the Agreement. You warrant that you are entitled to grant such a license.

5. ACCESS TO HIGHQ VIA API

5.1 **API License**. On request and subject to you having purchased licenses to access HighQ and to all the terms and conditions of this Agreement, we permit you, during the term, to access HighQ via the HighQ API (the "API"). You understand that access to HighQ via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use HighQ.

5.2 **API Responsibility**. You are responsible for all access to HighQ via the API and such access must be by way of individual user sign-in. Unless otherwise authorized under this Agreement, you may not provide access to HighQ via the API to any third- party without our written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.

5.3 **Technology Requirements**. You must adhere to all API documentation provided to you by us.

5.4 **Suspension**. We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. We will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

5.5 **Modifications**. We may enhance, update, upgrade or modify the API from time to time (collectively "Changes") and will use reasonable efforts to provide you with notice of such Changes. You acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.

5.6 **Disclaimer of Warranties**. We will not be liable for any inability to access HighQ via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. We make no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party's software, system or other service. We do not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that any Faults will be corrected. We will not be liable for any loss or damages resulting from any such Faults.

6. ACCESS TO HIGHQ AI/ML Tools

6.1 **Definitions**: "AI/ML Tools" means any artificial intelligence (AI) or machine learning (ML) products and services, and also including any Thomson Reuters AI/ML models and AI/ML algorithms, made available in HighQ via the AI Hub.

6.2 **License Grant**

(a) If your order form includes any products or services that allow you to use AI/ML Tools as part of your use of our services, you may, in the ordinary course of your business, incorporate Your Content within our AI/ML Tools which will result in an analysis of Your Content.

(b) You agree that the AI/ML Tools, including any changes, enhancements, modifications, extensions, iterations, and derivative works thereto, including any derivative works resulting from the analysis of Your Content, and all intellectual property rights therein, are the sole property of Thomson Reuters. You represent and warrant that you have all necessary rights in Your Content to allow us to perform the Services.

ATTACHMENT E

COUNTY OF HENRICO

INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

Commercial General Liability

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

Attachment E – Insurance Specifications

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☒ **Cyber Liability - $2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

☐ **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

☐ **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☒ **Other as Specified Below**
Technology Errors & Omission Coverage, Minimum limit $1,000,000.

Attachment E – Insurance Specifications

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

TAB 6 – HIGHQ PRICING / COST PROPOSAL

HighQ Collaborate Premium with Doc Auto and Contract Analysis
• 25 internal user licenses + 125 external users (5 external licenses with every internal user) • 1GB of base storage + 500 GB initial add-on storage • Custom URL selected by the Office • 500,000 OCR pages • Initial 12 month term + 3% annual increases apply at each of four (4) subsequent option terms

BASE PRODUCT LICENSE	25 Internal users (125 external users)
HighQ base license: Collaborate Premium with Doc Auto and WorkShare Integration	x
CAPABILITIES	
Essential Security Options	X
File Storage and Sharing	X
Document management	X
Social collaboration	X
Solution Templating	X
Customer Support	X
Configurable site dashboards	X
Customizable content metadata	X
Smart forms & data sheets (iSheets)	X
Shared team calendars	X
Task assignment and tracking	X
AI-based document analysis	X
Data and Metrics visualization	X
Workflow automation	X
Document Automation	X
Additional storage (1 block of 500 GB)	X
MONTHLY RATE	$3999.00
ANNUAL RATE	$47,988.00
One-time Implementation Fee* Includes initial setup of the HighQ instance and up to five (5) hours of administrative training, a one-time fee.	$3000.00

Purchase of Additional Storage: Unlimited storage is available for HighQ subscribers, purchased in blocks of 500 GB. $563.00/mo. per 500GB additional storage rate as of Sept. 2021.

Purchase of Professional Services: TR Professional Services can be procured for direct technical support in establishing API integrations and building of complex workflows @ $225.00/hr. Additional hours of training can be procured for HighQ team assistance in creating complex workflows @ $150.00/hr. Current services rates in Sept. 2021.

Contract Analysis Add-On: $731.00/mo. per seat. Contract Analysis module will satisfy Functional Requirement CI-16: contracts management feature to organize relevant documents, amendments, renewal / expiry reminders, and more.

Active Directory Connector: $650.00 one-time configuration fee.

TAB 7 West's Exceptions to Terms and Conditions

West provides its customers with access to a commercial off-the-shelf subscription product, which requires certain license terms and conditions which are included in our proposal for your review. As such, West incorporates those terms in its response to the Commonwealth of Virginia, Henrico County's solicitation for proposals to a Case Management System Request for Proposal (the "RFP"). Additionally, West respectfully submits the following assumptions, conditions, and exceptions (collectively "additional terms") to its response to the RFP. In accordance with section V. (General Contract Terms and Conditions), paragraph OO of the RFP these Exceptions are submitted in response to and modify sections of the RFP as specified below. West conditions any final agreement upon acceptance of its license and additional terms. West has identified the following assumptions, conditions and exceptions to the terms and conditions outlined in the RFP.

Section II. Scope of Services

D. Confidentiality and Non-Disclosure. West respectfully requests the following modification:

> The Successful Offeror will come into contact or have access to confidential, privileged, and sensitive information while performing the Contract. ~~All personnel of~~
> The Successful Offeror (including any subcontractors) must sign the Non-Disclosure Statement (**Attachment H** – Sample Non-Disclosure Form). All personnel must adhere to the Non-Disclosure Statement.

Attachment H. Non-Disclosure Agreement. West respectfully requests this document be removed and replaced with the West Mutual Non-Disclosure Agreement, attached at page 60-61.

K. Contract Term/Termination. West respectfully requests the following modification to the last sentence: "In the event of Contract expiration or termination (or in the event the Successful Offeror plans to cease supporting or hosting the Case Management System), the Successful Offeror shall:

1. Cooperate with the County and exercise its best efforts to implement an orderly and efficient transition to a successor.
2. Make all County data available to a successor in a usable format at an appropriate time to facilitate the transition to a successor.
3. Furnish all necessary phase-in/phase-out services after the Contract expires, excepting that TR does not offer Professional Services for document migration staffing support during offboarding phase.

Section V. General Contract Terms and Conditions

Provision F: Default. West respectfully requests the second paragraph be removed. In the case of default, West cannot commit to curing a default within 20 days without knowing the extent of the failure and should not be liable for any excess fees paid by the County for a replacement product should the cure period be in excess of 20 days.

Provision M: Assignment. West respectfully requests this paragraph be modified to provide written notification to the County, not consent.

Provision N: Indemnification. West respectfully requests this paragraph be removed and replaced with the following:

The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent caused directly by Successful Offeror's (1) intentional, willful, or grossly negligent acts; (2) actions that give rise to strict liability; and (3) Successful Offeror's violation of any applicable laws during performance of the Contract. ~~arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.~~

Provision S: Record Retention and Audits. West respectfully requests removal of the last sentence in both paragraph 1 and 2 stating records or files would be available on demand, without notice, during working hours.

Provision X: Termination. West respectfully requests this termination for convenience, paragraph 3, be deleted. West is able to provide the included best pricing and print discounts contingent on commitment to a specified minimum term.

Provision FF: Service Accessibility. Pursuant to the award of the contract and as soon as practicable but not later than October 31, 2021, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities, to the extent identified in the ACR, also known as a VPAT, except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

Provision GG: Information Technology Access Act
All information technology (the "Technology") purchased pursuant to this Contract shall comply with the following nonvisual access standards, to the extent identified in the ACR, also known as a VPAT, from the date of purchase or upgrade until the expiration of this Contract:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants, or the public; and,
4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other …

…The requirements of this section shall be construed to achieve full compliance with the Information Technology Access Act to the extent practicable.

Provision KK: Upgrades. West respectfully requests this provision be deleted in its entirety. For West customers under a current maintenance and support agreement, West provides free updates to the HighQ product. Updates consist of product enhancements specifically to the HighQ functionality. West considers upgrades to be paid add-on modules, such as the Contract Analysis module.

Provision LL: Indemnification for Claims of Infringement. In the second paragraph, West respectfully requests to remove this part of the last sentence: ~~"and the Successful Offeror shall refund to the County the full amount of fees paid under the Contract."~~

Attachment J, License Agreement Addendum

Provision 40: West respectfully request the following modification:

> "Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any grossly negligent act, grossly negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA by the Supplier, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Supplier's total aggregate liability shall not exceed the fees paid by the County during the previous twelve (12) month period."

Addendum No. 1, B. Cooperative Procurement Provision
Provision PP: Cooperative Procurement

West agrees that other public bodies may utilize this Contract if awarded. The pricing included in West's offer is specific to the volume, content and parameters outlined in the RFP. As such, if a contract is awarded to West as a result of West's offer, the pricing of the offer may differ for another public body, unless such entities purchase substantially the same goods and services at the same volume, and under the same parameters. For the avoidance of doubt, West does agree to allow other state, county or municipal entities to purchase the goods or services covered by the Contract or Contracts awarded under this RFP under the same terms and conditions as offered to the County of Henrico, Commonwealth of Virginia. West will provide those entities with customized price quotes specific to their needs.

MUTUAL NON-DISCLOSURE AGREEMENT

West Publishing Corporation ("West") and _____ (entity name) (collectively We or Parties) agree as follows:

1. **Purpose of Agreement**. We agree to provide limited access to each other's Confidential Information in order to facilitate productive business discussions. This Agreement allows for the free exchange of information while protecting each Party's Confidential Information.

2. **Definition of Confidential Information**. Confidential Information is any information not routinely disclosed to the public. Examples of Confidential Information are: commercial, proprietary or technical information, trade secrets and know how, financial information, marketing plans, the existence of this Agreement and the business discussions, and any information about a Party's clients. Information not listed may be Confidential Information. It is not necessary to mark information in order for it to be Confidential Information.

3. **Treatment of Confidential Information**. We will disclose the other Party's Confidential Information to our employees who have a need to know it in order to advance our discussions, and those employees must be subject to a confidentiality obligation that contains the requirements of this Agreement. We will use commercially reasonable care to protect Confidential Information, using the same care used to protect our own confidential information. If any Confidential Information belonging to the other Party is disclosed or lost, We will promptly tell the other Party about the loss, and use commercially reasonable efforts to limit any resulting damage (at the expense of the Party who lost the Confidential Information).

4. **Court Ordered Disclosure**. If either Party receives a valid government or court order or other compulsory request for the other Party's Confidential Information, We agree to give the other Party prompt notice, unless that court or governmental agency's order prohibits it, so that the other Party can take action to protect its Confidential Information before disclosure.

10. **Governing Law**. This Agreement will be governed by the laws of New York and venue will be in New York courts.

11. **General Provisions**

a. Each Party can independently develop or acquire products without using or disclosing the other Party's Confidential Information.

b. We will not refer to each other in any public communication without first obtaining prior written consent from the other Party. Consent may be withheld for any reason.

c. We will not assign this Agreement without the written consent of the other Party. We will not withhold consent unreasonably. However, West may assign the Agreement to an affiliate without consent. We will not assign to any person or entity, including an affiliate, that is in direct competition with the disclosing Party.

d. Each Party may enter into similar agreements with third parties.

e. Any changes to this Agreement will be in a writing signed by both Parties.

f. Notices will be sent by first class U.S. Mail to the addresses below.

g. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER WILL HAVE ANY LIABILITY RELATING TO USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS OR OMISSIONS (EXCEPT AS PROVIDED IN AN AGREEMENT SIGNED BY THE PARTIES).

5. **Use of Confidential Information; Survival of Obligations Following Termination.**

   a. The right to use the other Party's Confidential Information ends when this Agreement ends.

   b. We will keep each other's Confidential Information confidential after this Agreement ends for as long as the Confidential Information remains part of the definition in paragraph 2 above. If the Confidential Information is a trade secret or other intellectual property, We agree to protect it as long as it remains legally protected intellectual property. If the Confidential Information contains personally identifiable information ("PII") or personal health information ("PHI"), as defined in applicable laws and regulations, We agree that our confidentiality obligations with respect to the PII and PHI will not expire.

   c. We will use appropriate security when destroying or returning Confidential Information. At the end of this Agreement and upon request, We will destroy or return all copies of the other Party's Confidential Information Each Party may retain one copy of any Confidential Information for compliance or audit purposes. We will provide prompt written notice of retention if any of the other Party's Confidential Information is integrated into business systems so that its extraction or destruction is not commercially practicable.

6. **Disclosure to Third Parties.** We agree not to disclose any of the other Party's Confidential Information to any third party unless it is allowed under this Agreement. If We can disclose Confidential Information to a third party, We will notify the other Party and require the third party to sign a confidentiality agreement. Except in the case of court ordered disclosure, the Party who discloses the information will be responsible for damages if the third party discloses or misuses the Confidential Information.

7. **Exclusions.** "Confidential Information" does not include the following:

   a. Information that is or becomes generally available to the public.

   b. Information that is or becomes known by the other Party, without any confidentiality obligation, before it is disclosed under this Agreement.

   c. Information developed independently without use of Confidential Information

   d. Information disclosed to others by the Party that owns it.

8. **Remedies.** Because disclosing Confidential Information may cause injury that cannot be compensated for by ordinary remedies, the injured Party may seek an injunction to stop any continuing disclosure.

9. **Term; Termination.** This Agreement begins on the approval and execution by West. After that, either Party may terminate this Agreement by giving 30 days advance written notice to the other Party.

   h. Neither Party must buy or sell or enter into any kind of business relationship with the other.

   i. Confidential Information will remain the exclusive property of the disclosing Party.

   j. This is the entire agreement regarding its subject matter, and supercedes prior agreements relating to the same subject matter. This Agreement applies to the successors and assigns of the Parties.

Entity Name _____

Signature _____

Title _____

Date _____

Address _____

_____

West Publishing Corporation
610 Opperman Drive, Eagan MN 55123

Signature _____

Title _____

Date _____

Internal office use only

Email NDA to: SCM_Support@tr.com

To be imaged under ND – Non-Disclosure Agreement
(Located under Customer Account Level Details)

4/1/2021 SAMInet 1012.dot

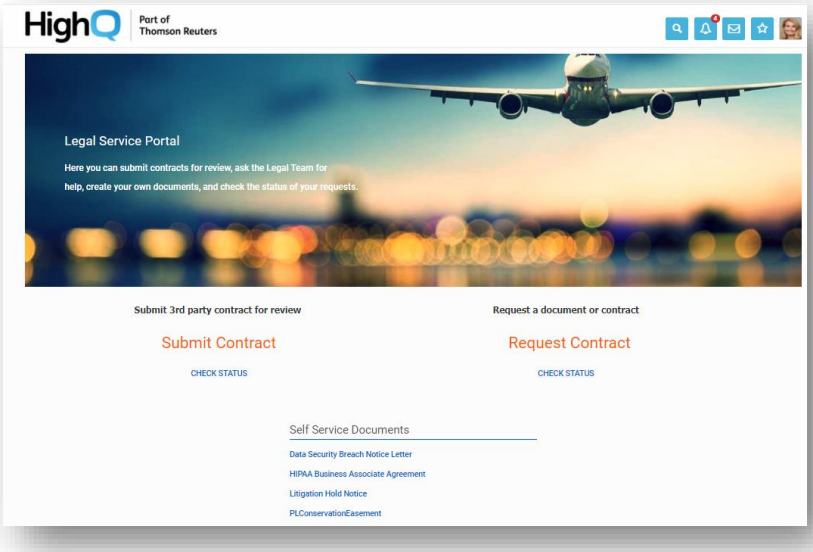
TAB 8 – ASSUMPTIONS

In TAB 7, West has identified assumptions, conditions and exceptions to the terms and conditions outlined in the RFP.

TAB 9 – APPENDICES (HighQ Detail Product Info)

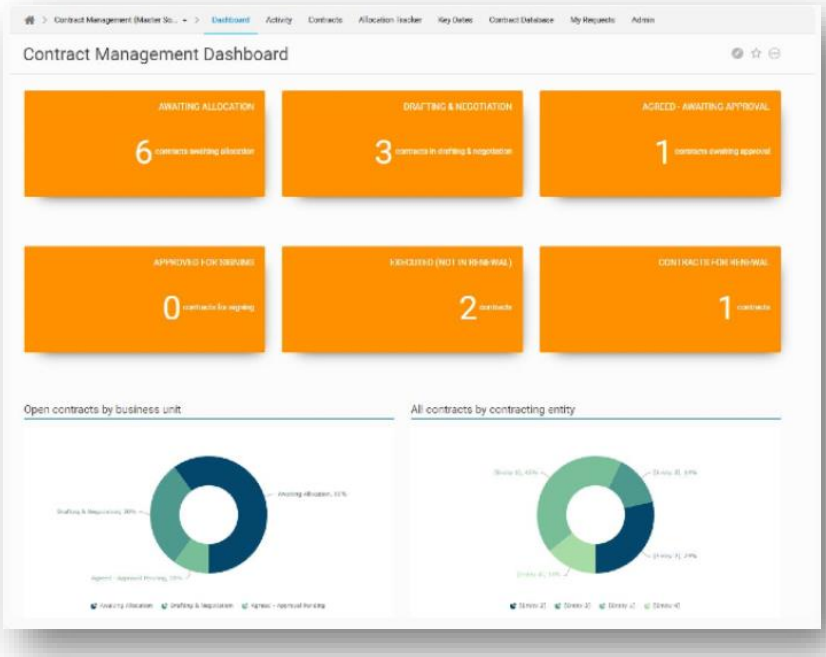
HIGHQ INTAKE SUBMISSION

Improving the delivery of strategic and responsive services is a vital objective of all legal teams. HighQ is focused on delivering an intuitive, secure portal to standardize the legal service request process. Improve legal service delivery through smart self-service tools and triage systems by analyzing intake data and enable your customers with self-service contract assembly and legal guidance.



MASTER DASHBOARD

A dashboard containing configurable KPI cards for all the key stages of the contract lifecycle including charts highlighting open contracts by business unit and contracts by entity, summarized values, with certain vendor certifications such as vendors that are owned by women, minorities, persons with disabilities or veterans.

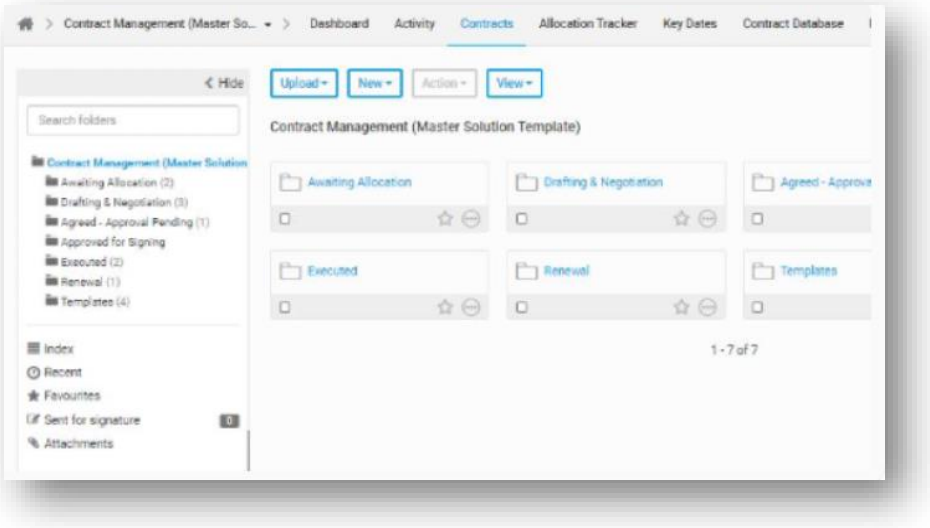


FILES AND FOLDER STRUCTURE

A default folder structure for each contract life cycle phase linked to the automated workflow rules. Almost any type of content can be searched in HighQ, including:

- the full text of files in the Files module- including PDF document
- wiki pages
- tags added to a blog post, iSheets and more

Comments, @mentions and #tags all available on documents as well as workshare redlining and automatic saving of document versions. Integration with word (Microsoft Office 2013 (365) or newer), word online and google docs allows for document editing. Workflows allow for accepting and rejecting of changes on documents.



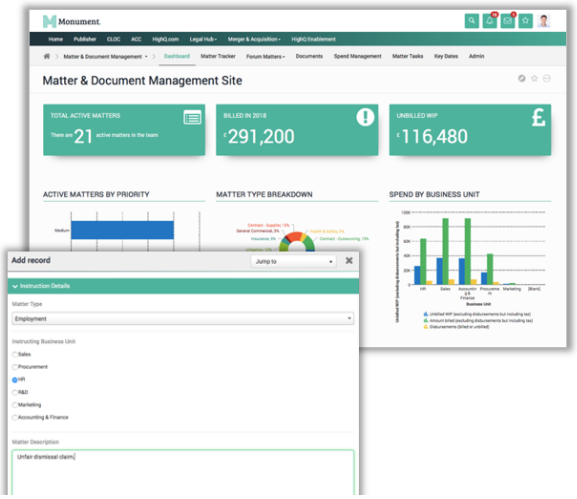
Thomson Reuters' HighQ for Government Legal

Enterprise Legal Management
Assemble a complete legal solution portfolio in one secure hub—improving internal and external engagement while consolidating legal operations activity.

Legal Intake & Self-Service
Standardize the legal service request process, analyze intake data and enable your stakeholders/partners with self-service contract assembly and legal guidance.

Case/Matter Management
Centralize all case/matter information and collaboration in one place for complete visibility and analysis of your legal team's workload, activity, and results.

Streamlined Legal operations



Contract Management
Manage contract creation, review, approval and execution, extract and track key terms using AI tools, and visualize risk with reporting dashboards.

Document Management
Store, update, access and share matter documents and correspondence securely from anywhere with integrated, powerful document management capabilities.

Vendor Management
Store, update, access and share matter documents and correspondence securely from anywhere with integrated, powerful document management capabilities.

OUT-OF-THE-BOX WORKFLOWS

Automated workflows to ensure consistent processes are kept for all contracts throughout the lifecycle including expiry notifications, task allocations & key status notifications.

HighQ with Doc Auto provides a flexible approval engine and process for any document. Approvals occur either in sequence or in parallel workflows with legal review for compliance and accuracy. While multiple departments review simultaneously or in sequence, notifications and status alerts are automatically sent via email, as well as being available in a task inbox. Approved documents are sent in a password protected PDF file for signatures, using secure and advanced DocuSign® or Adobe® Sign integration. Each document is subject to an audit trail, giving legal management a complete picture of how a contract was executed and where it is in the signatory process.

Full of enterprise-grade featuresout of the box.

The secure HighQ content collaboration platform is packed full of innovative features right out of the box. It's a workspace where invited users can securely share information and collaborate on projects. Each workspace includes Files, Wiki, Blog, Tasks, Events, iSheets, and People modules. Other features are integrated throughout the application including activity streams, microblogging, private messaging, commenting, liking, notifications, people profiles, search, filters, favorites, and tags for a dynamic and engaging experience.

Made for mobile

Designed for desktop, tablet, and mobile out-of-the-box, the responsive design provides an optimized experience on any device.

Private cloud

We host the platform in our own private cloud in seven data centers around the world. You decide where to store your data and it stays there.

Simple deployment

Let Software as a Service deliver the benefits of rapid deployment, frequent upgrades, and easy scaling with no maintenance headaches.

Powerful toolkit

With a modern API, we can fit into your existing infrastructure and integrate with key enterprise systems such as Microsoft® SharePoint, Active Directory® and SQL Server®.

An amazing user experience

The consumer-grade user interface and design, combined with enterprise-grade technology, provides a powerful and intuitive end user experience.

Dedicated instance

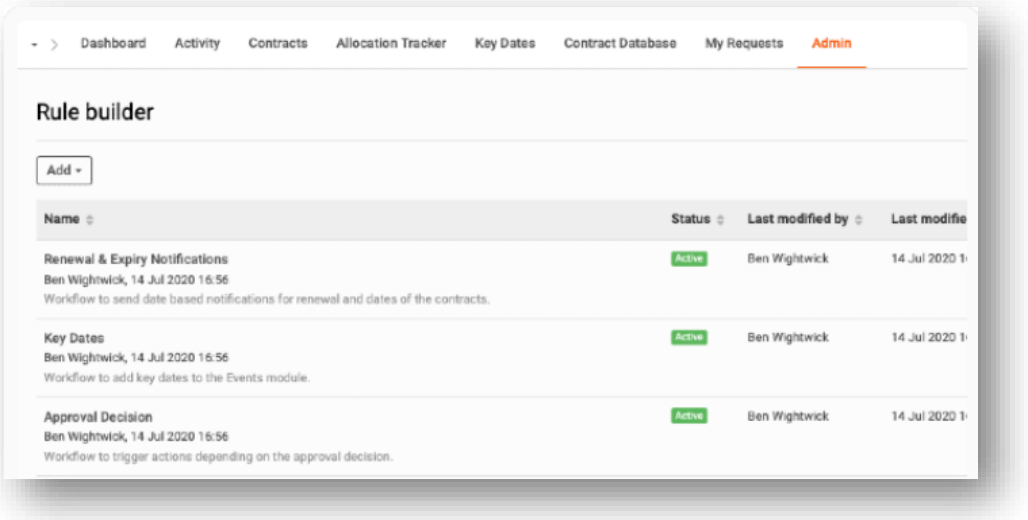
We provide you with your own dedicated instance, so you get to choose how it's configured, when you upgrade, and how it's branded.

Enterprise-grade security

Built for the enterprise, independently tested, and ISO27001 certified so you have the high-grade security and control you need for your sensitive data.

Infinite possibilities

The combined benefits of the powerful features reduce cost, administration and integration overheads, and simplify your business and technology landscape.



Fault tolerant design

The high-performance network architecture is built to be resilient and scalable. Bandwidth is provided across multiple diverse links, which do not depend on any single backbone, ensuring that there is full connectivity redundancy, even in the event of one of the providers failing.

Communications

- Multiple fiber providers
- Multiple internet service providers
- Multiple internet exchanges
- Diverse independent telco risers from public highway to data floor

Power and A/C

- Generator back-up
- Air conditioning system
- Close control downflow AC conditioning units
- UPS conditioned clean power
- Diverse mains power supplies with diesel generator back-up

Physical security

- Smoke detection system
- State-of-the-art fire compression system
- CCTV throughout the building
- 24-hour video recording
- Sophisticated alarm systems
- PAC security card access system
- Visual verification on all persons entering the data floors
- Leak detection

Application security

Authentication

All users require a userID and password to access the system. The user can select their password subject to the following restrictions:

- Must be at least 8 characters in length
- Must contain at least one integer and one CAPS
- Cannot be the userID
- Cannot be blank

Users are required to change their password the first time they log in to the extranet and can change their password at any time after that (considering the rules above) via the 'Forgotten my Password' link.

Password history is retained for five iterations and prevents re-use of the same password in this period.

Passwords are never stored or visible to Thomson Reuters employees. They are salted using a unique string and SHA-256 hashed before being committed to the database. Further restrictions can be enabled via two factor authentications, IP address restriction, and site level passwords.

User lockout

After three failed authentication attempts, the user account is locked and the user is required to reset their password.

Logout

Users are directed to logout at the end of every session. No

Secure communications

All communications between the browser and the application are encrypted, including logon (user authentication). Encryption is provided as a default of 256-bit AES TLSv1.2.

File upload/download

All file uploads and downloads to the server are over a default of 256-bit AES TLSv1.2.

Error messages

All error messages are controlled and give away minimal information if displayed. Examples include:

- Failed login does not define whether the userID or password was incorrect.
- All links are maintained through our development/build process. Any missing pages display a pre-defined "catch all" error page and do not give away any architectural information.

Incorrectly formatted input is validated both on client side before submission and server-side before processing.

Footprint

No sensitive data is ever stored on the client PC. The sole item of data kept on the client PC is a unique session identifier that is removed when the browser session ends.

Monitoring

The application, features logging at the application level.

Audit information is made available to client administrators via the application itself.

While infrastructure logs are not normally provided due to shared infrastructure and client confidentiality, our security team will assist where possible in any security incident investigation.

Infrastructure logs would only otherwise be provided to relevant authorities if required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Link structure

All links are maintained through our development/build process. Within the application's coding, care has been taken to ensure that any unnecessary links have been removed (not commented out) from the site.

Additionally, all comments are visible in source only and not displayed client-side.

Source code

The HTML source code provides no unnecessary information revealing important information about the application architecture, the coding routines, the personal details of the author, or any vulnerability that the application may be exposed to.

Path truncation

Users cannot request a site directory page. There is a default file located within each directory and directory listings are disabled in the web server configuration files.

Cross site scripting

The application is hardened against cross site scripting vulnerabilities. This is implemented via both application firewall and within the application itself.

SQL injection

The application is hardened against SQL injection vulnerabilities. This is implemented via both application firewall and within the application itself.

Joiners and leavers

Staff who leave the company will have their access rights removed immediately. We maintain an active off-boarding policy for staff leaving the company where all access rights are removed immediately.

Code management

All source code is controlled and managed appropriately. This includes version control, change control, testing cycles, and a secure holding area. Only authorized staff are able to access the source code and/or save to the holding area.

Compatibility

All applications are compatible with Internet Explorer® 7 (and above) and the latest two versions of Safari®, Chrome™, and Firefox®. Fully responsive design for iOS® delivered by Apple® iTunes Store®.

Also, the data held by the application host is in a format transferable i.e., returned to the client or passed to another ASP. Documents are held in their native format.

Architecture controls

Server configuration has been well thought through and documented. Care is taken to ensure that unnecessary services are stopped and disabled; default passwords are replaced with strong passwords; default accounts are removed and/or renamed; log files are protected; patches are applied in a timely fashion. Automatic updates are disabled.

OS installation

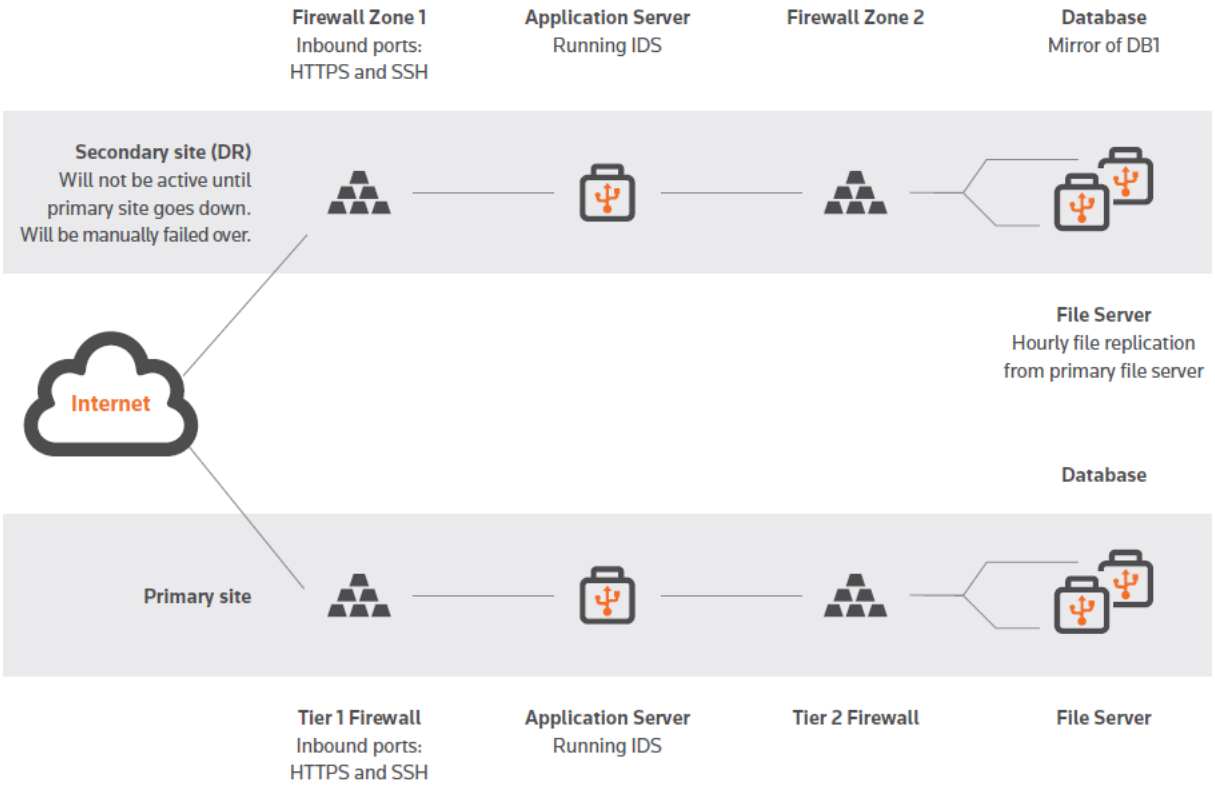
Default accounts have been changed and/or disabled. All demonstration folders and data have been removed.

Patch application

All hardware and software involved in the provision of the application are patched to the latest level within an acceptable time frame. Patches are tested prior to implementation to ensure that the patch has been effective, that no new vulnerabilities have been introduced, and that interconnecting systems can still interact as required. Automatic updates/patches are disabled.

Secure architecture

The HighQ platform provides a variety of tools and features that you can use to keep your information safe from unauthorized use. This includes credentials for access control, HTTPS endpoints for encrypted data transmission, the creation of separate IAM user accounts, and user activity logging for security monitoring.



Security features

- Enterprise-grade servers and firewalls
- Encryption at rest provided by encrypted redundant disk SAN
- All servers have internal disk and power failover redundancy
- High availability built in at both hardware and application level
- Architecture is designed to scale horizontally and vertically
- All client data is stored on a separate network to the application and web servers for additional security
- All external traffic between client and server is encrypted
- Application layer firewall/IPS
- Intrusion detection—24/7 monitoring for any irregular application access patterns and proactive resolution
- 24/7 hardware monitoring tools in place which trigger immediate alerts in the event of component failure
- Anti-virus software on all document uploads

Strict firewall rules

- Web/Application servers in the DMZ network: all inbound traffic is blocked except for TCP HTTPS on port 443 and TCP port 80 from any IP address
- Mail servers in DMZ network: only inbound SMTP TCP port 25 open for inbound email traffic
- Database servers in the internal network: all inbound traffic is blocked except for remote desktop and MSSQL TCP ports from the relevant security groups
- File servers in the internal network: all inbound traffic is blocked except for Microsoft® Windows file sharing and remote desktop ports from the relevant security groups in the DMZ network

Business continuity

Thomson Reuters infrastructure has a high level of availability and provides customers a resilient IT architecture. We have designed systems to tolerate system or hardware failures with minimal customer impact. Our infrastructure is designed to withstand all levels of failure from basic component failure to actual site failure.

Component failure

Each server is configured to withstand power failure (redundant power supplies) and disk failure. In the event of such a failure, appointed members of the technical team are immediately alerted via email through the use of the 24/7 server monitoring services in place. The in-built failover will ensure that the system remains fully operational and Thomson Reuters will replace the failed component within 24 hours.

Software failure

All servers are monitored 24/7 and any software failure in operating system or application servers will immediately trigger an alert which can then be dealt with. In the unlikely event that there is a coding issue, our software engineers will work around the clock to ensure that the problem is resolved.

Hardware failure and site failure

In the event of a more serious failure (entire site), we will move immediately to the DR site. This may take up to one hour in total to ensure complete global DNS propagation (this is assuming the Time-To-Live value in the DNS record for the relevant URL is set to no more than 600 seconds).

Data backup

The databases are automatically backed-up (full back-up) every night. The database backups are kept on a rolling 30-day basis. The purpose of this back-up is to ensure that previous versions of the database can be restored in the event of the database becoming corrupted (it is possible that the DR database may also become corrupt through replication although very unlikely) so a separate back-up is required.

Database replication between the primary and DR site is performed over an encrypted VLAN in real time.

Network and data center security

Thomson Reuters data centers are state of the art, using innovative architectural and engineering approaches.

Our hosting providers have many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the HighQ platform and infrastructure. Data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass multi-level authentication to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Thomson Reuters only provides data center access and information to employees who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Thomson Reuters. All physical access to data centers by Thomson Reuters employees is logged and audited routinely.

Hosting locations

Each client instance of the application is installed in one jurisdiction only and client data stored in that instance never leaves the jurisdiction for backup, disaster recovery, or any other purposes except for when global users of the system download content over the internet, therefore data sovereignty is maintained at all times.

United Kingdom

In the UK, the primary and the secondary sites are both hosted in secure, industry-leading data centers provided by Sungard, at their London Technology Center in Hounslow and at Global Switch in London Docklands.

UAE

In the UAE, the primary and secondary sites are both hosted in secure, data centers provided by eHosting DataFort in Dubai.

Offshore

We also provide an offshore option hosted in Jersey and Guernsey.

USA

In the US, the primary site and the secondary site are both hosted in secure, industry-leading data centers provided by Sungard in New Jersey and Philadelphia.

Germany

In Germany, the primary site in Dusseldorf and secondary site in Munich are both hosted in secure data centers provided by Equinix.

APAC

In Australia, the primary site in Sydney and secondary site in Melbourne are both hosted in secure data centers provided by NextDC.

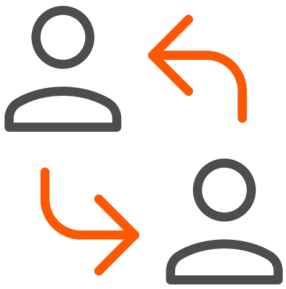
Canada

In Canada, data centers are located in Markham and Mississauga, Ontario.

Unique Capabilities

Stay better connected

Securely share and collaborate on generated documents and leverage data collected in other systems to avoid re-keying in the questionnaire.



Workflow and process automation

Automate the generation of single or document suites and route them for approval using automated workflows, and track the progress.

On-demand document assembly

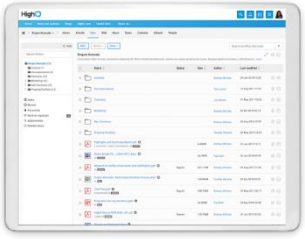
Empower anyone to generate fully drafted and branded legal documents by filling out an online form, which automatically pushes the submitted data into the template.

Data collection and management

Use the data that surrounds your document automation process to identify trends, interrogate deal specifics and support due diligence—and visualize it in dashboards.

Seamless document management

Manage the documents in HighQ's central, secure repository, where you can easily access, organize, share, track, audit and archive every version.



The HighQ difference

Drive efficiency

Reduce manual intervention, enabling your team to focus on higher value work.

Speed turnaround

Eliminate approval bottlenecks so you can execute contracts and other files faster.

Reduce mistakes

Prevent human errors and better control document quality and consistency.

Mitigate risk

Support compliance by establishing standard contract language and approvals.

Improve client service

Give clients access to dashboards to view the progress and reporting on complex document suites.