State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA AMENDMENT NO. 1 TO STATEWIDE CONTRACT AMENDMENT CONTRACT WITH WEST PUBLISHING CORPORATION D/B/A WEST, A THOMSON REUTERS BUSINESS.

This First Amendment ("Amendment") to Oklahoma Statewide Contract No. 1046 with West Publishing Corporation d/b/a West, a Thomson Reuters business ("SW1046") is effective on the date of the last signature below (the "Amendment Effective Date") and is entered into between the State of Oklahoma by and through the ("State") and West Publishing Corporation d/b/a West, a Thomson Reuters business ("Supplier"). This Amendment supplements and amends the Contract effective May 17, 2023, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree to amend the Contract as follows:

1. Due to a change is services Supplier and State desire to amend the scope of the Contract (as defined in the Contract) to include Supplier's Precision with AI and CoCounsel Gen AI software. These services will be outlined in Attachment E, Ex17. However, this new document will not replace the existing pricing documents but instead will be added to the end of the Attachment, as it currently exists in the Contract. The additional pricing document will to be added is attached to this Amendment as Attachment 1.

2. Additional terms for generative AI Skills shall be added to the Contract. Attachment 2 to this Amendment will be added to the Contract as new Attachment E, Ex -1a.

3. Additional terms for CoCounsel Core & CoCounsel Drafting Product Specific Terms shall be added to the Contract. Attachment 3 to this Amendment will be added to the Contract as a new Attachment E, Ex - 4a.

4. The Non-Standard Thomson Reuters General Terms and Conditions of Attachment E, Ex-1 are hereby amended as follows:

   Section 2(e) shall be deleted in its entirety and replaced with the following:
   e. Limited License to Your Data. You hereby grant us a non- exclusive license and right

1

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

Section 3(f), first sentence, shall be amended to replace the last word of the sentence "herein" with "in the Agreement".

Section 7(a), last sentence, shall be amended to read as follows: "THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR PRODUCTS OR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL."

Section 7(d), first sentence, shall be amended to read as follows: "THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR PRODUCTS OR SERVICES."

5. The parties acknowledge that in lieu of granting the State auditing rights as required in the State's AI Usage CIO Standard, the Supplier attests that its values and principles as it relates to AI services and products are aligned with those of the State as evidenced in the CIO Standard. Should there be any deviation in the Supplier's values and principles guiding AI services and products from those of the State as evidenced in the AI Usage CIO Standard, the Supplier shall promptly notify the State in writing. In such event, the State shall have the right to terminate the Contract.

6. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.

7. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.

8. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:

By: _Dan Cronin_
Dan Cronin (Apr 24, 2025 13:33 CDT)

Name: Dan Cronin

Title: State CIO

Date: Apr 24, 2025

WEST PUBLISHING CORPORATION
D/B/A WEST, A THOMSON REUTERS
BUSINESS

By: _John Nelson_

Name: John S. Nelson

Title: Director of Procurement and Proposal Management

Date: 04/21/2025

THOMSON REUTERS®

Thomson Reuters Westlaw Packages for the State of Oklahoma

Due to state and local agencies' diverse online information research and solutions needs, Thomson Reuters offers an extensive variety of options and packages, thus providing purchasing agencies with maximum flexibility to pick and choose the option and/or package that is best suited to their specific end users. Please see two Westlaw Precision Package options below:

- Option 1D. Westlaw Precision Elite Package
- Option 1E. Westlaw Precision Premier Package

Option 1D. Westlaw Precision Elite Package

This option provides access to the Westlaw Precision Elite Package which includes the following products: Westlaw Precision, Analytical Plus, CoCounsel Core and CoCounsel Drafting. Pricing is based on the number of users per agency. Please contact Thomson Reuters Sales Representatives to receive quotes for multi-user options.

Option 1D . Westlaw Precision Elite (Monthly Per User Per Agency Pricing)	
No. of Users	1
Price	$897

Option 1E. Westlaw Precision Premier Package

This option provides access to the Westlaw Precision Elite Package which includes the following products: Westlaw Precision, Analytical Plus, CoCounsel Core, CoCounsel Drafting and Practical Law. Pricing is based on the number of users per agency. Please contact Thomson Reuters Sales Representatives to receive quotes for multi-user options.

Option 1E. Westlaw Precision Premier (Monthly Per User Per Agency Pricing)	
No. of Users	1
Price	$1,089

Product Descriptions

Thomson Reuters Westlaw Precision is a cutting-edge legal research platform that accelerates and enhances your legal research experience. It offers a range of exclusive features and services, including CoCounsel integration with Microsoft Teams Chat, Quick Check Mischaracterization Identification, AI Jurisdictional Surveys, Claims Explorer, AI-Assisted Research, Precision Research, KeyCite Cited With, and Outline Builder. Additionally, Westlaw Precision provides access to a vast array of trusted content, including American Jurisprudence, American Law Reports, Corpus Juris Secundum, Graphical Statutes/Interactive Timeline, National Reporter System, Practical Law, and Uniform Laws Annotated. With Westlaw Precision, you can streamline your research process, access authoritative content, and receive accurate and relevant results.

Thomson Reuters Thomson Reuters' Analytical Plus collection provides a comprehensive and authoritative source of legal information, offering seamless searching within thousands of high-value titles in all major practice areas. The collection includes American Law Reports, American Jurisprudence, state- specific practice guides, CCH resources, forms and drafting resources, law reviews and journals, news, international materials, Corpus Juris Secundum, Causes of Action, KeyRules, federal treatises, and topical analytical resources. This powerful tool enables legal professionals to work more efficiently and effectively, providing authoritative answers and guidance to succeed.

Thomson Reuters CoCounsel Core and is a comprehensive legal AI toolkit that offers a range of exclusive features and services to support your legal work. With its patented technologies, you can efficiently prepare for depositions, search large databases to pinpoint specific documents, review documents to extract answers to complex questions, and summarize lengthy documents into concise overviews. Additionally, CoCounsel Core enables you to quickly extract contract data, ensure contract policy compliance, and draft customized correspondence. You can also generate clear and consistent timelines of events based on a set of documents using an intuitive chat interface. By leveraging these innovative features, you can streamline your legal research and workflow, saving time and increasing productivity.

Thomson Reuters CoCounsel Drafting, a professional-grade GenAI assistant designed specifically for legal professionals like you. This innovative solution combines the power of generative AI with trusted Thomson Reuters content and tools to streamline your drafting process within Microsoft Word. With CoCounsel Drafting, you can search your document repository directly within Word, create and modify clauses using natural language queries, and even locate relevant market-standard clauses from Practical Law and the SEC. Additionally, you can create and manage playbooks, convert image files to editable Word

documents, and ensure error-free documents with Deal Proof. By leveraging these exclusive features, you can enhance your drafting process, increase productivity, and deliver high-quality work.

Thomson Reuters Practical Law provides legal know-how that gives lawyers a better starting point. Attorney editors create and maintain thousands of up-to-date, practical resources. We go beyond primary law and traditional legal research to give lawyers the resources needed to practice more efficiently. Search & Summarize Practical Law, available with Practical Law Dynamic Tool Set with CoCounsel, is a generative AI capability that dramatically improves the way customers access Practical Law trusted expertise. Use natural language questions to surface the most relevant resources, accelerating the way you get insights.

Responses are grounded in Practical Law know-how while connecting you to supporting resources for easy validation.

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Additional Terms for Services with Generative AI Skills

1. APPLICABILITY

1.1. These Additional Terms for Services with Generative AI Skills ("GenAI Terms") apply to your access or use of the generative artificial intelligence skills ("GenAI Skills") within our Services. Unless otherwise defined in these GenAI Terms, capitalized terms have the meanings given to them in the current version of Thomson Reuters General Terms and Conditions (or other applicable governing terms).

1.2. These GenAI Terms may be further supplemented by product specific terms, as applicable. If there is a conflict between these GenAI Terms and any other document forming the Agreement, the order of precedence is as follows: Ordering Document, product specific terms, these GenAI Terms, annexes, schedules, and the Thomson Reuters General Terms and Conditions (or other applicable governing terms).

2. DEFINITIONS

2.1. **"User Content"** means user content or documents (i) uploaded by a user to the Services or (ii) accessed by a user via an integration with the Services.

2.2. "**User Prompt(s)**" means an input by a user in the form of a query, statement, or instruction, intended to guide the Services in generating an Output or completing a task using the GenAI Skills.

2.3. "**Output**" means any text, information, or other content that the GenAI Skills generate in response to a User Prompt and/or based on User Content and return to a user.

3. USAGE

3.1 You may provide a User Prompt and User Content to the Services for the purpose of receiving an Output from the GenAI Skills. As between the parties, you warrant that you own, or have the relevant third-party licenses, legal grounds, consents or permissions to use, the User Prompts and User Content.

3.2 When using or accessing the Services, you must not provide Thomson Reuters with any User Prompts or User Content, including any personal data (as defined by applicable law) contained in User Prompts or User Content, which violate, misappropriate, or infringe the rights of any third party, applicable law, the Agreement, or these GenAI Terms.

3.3 We will not, and will not permit our third-party providers to, develop, train, or fine-tune any generative/foundational AI models with User Prompts, User Content, or Outputs, unless agreed upon separately in writing.

4. OUTPUTS

4.1 Subject to the use restrictions set forth in the Agreement and to the extent permitted by applicable law, as between you and us, you own the Output generated from your use of the GenAI Skills, provided that such ownership is subject to our third-party licensors' rights and any rights we retain in our Property or any derivatives thereof. To the extent that Output includes any of our Property or derivatives of our Property, or that of our third-party licensors, you are granted a limited, non-exclusive, worldwide, royalty-free license to use such portions of the Output. This license does not transfer ownership of our or our third- party licensors' Property to you and your use of such Property remains subject to the restrictions and limitations set forth in the Agreement.

4.2 You acknowledge that, due to the nature of the GenAI Skills, other users may receive Output that is similar

or identical to Output generated for you, provided that such Outputs will not be created with the use of your User Prompts or User Content.

4.3 You may not use our Property or our third-party providers' property to train or develop any artificial intelligence or machine learning algorithms or software, or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Thomson Reuters or any person, or that violates any applicable law.

Attachment 3

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CoCounsel Core & CoCounsel Drafting Product Specific Terms

1.   APPLICABILITY

1.1   These CoCounsel Core & CoCounsel Drafting product specific terms ("Product Specific Terms") apply when you purchase a license to use or access CoCounsel Core or CoCounsel Drafting (the "Service" or "Services" as applicable) as set out in the applicable Order Form and supplement the Agreement, overriding any similar terms contained within the Agreement with respect to the Services. 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, the GenAI Terms, annexes, schedules, and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.

1.2   Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form, the GenAI Terms, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2.   COCOUNSEL CORE PRODUCT SPECIFIC TERMS

2.1   This section is applicable only to the extent that you subscribe to the Syncly DMS service as set forth in the Order Form.

2.2   **Transfer Limit**. You agree you will not transfer more than one (1) terabyte of Your Data in any annual period of the subscription term between the CoCounsel Core Service and your document management system(s) via the Syncly DMS service. Additional terabytes for data transfer are available for purchase.

2.3   **Tenancy**. Except as otherwise expressly set forth in the Order Form, the Syncly DMS service may be hosted in a single or multi-tenant environment in our discretion.

3.   COCOUNSEL DRAFTING PRODUCT SPECIFIC TERMS

3.1   This section is applicable only to the extent that you subscribe to the CoCounsel Drafting Service as set forth in the Order Form.

3.2   **Your Responsibilities.** You shall be solely responsible for managing and administering user accounts, including issuing usernames and passwords. We may terminate or suspend any user's access to the Service for any breach without notice, and any breach by a user will be deemed to be a breach by you. You shall be solely responsible for the security and confidentiality of your account information, including usernames and passwords, and will ensure that no third party uses your account.

3.3   **Third-Party Applications**. The Service may support integrations with certain third-party

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

3.4 Clause Finder

3.4.1 **Add-in**. For Clause Finder to function, you must download the add-in in accordance with the Documentation we provide to you.

3.4.2 **Internal Agreements Administration**. You must designate one or more admin users who will be responsible for maintaining Your Data. To upload Your Data, admin users must access the Thomson Reuters integrations application ("Integrations App"). Without limiting Section 3.3 above, the following shall apply to use of Integrations App with Clause Finder:

3.4.2.1 Admin users may use the Integrations App, and any Third-Party Applications available within, solely for the purpose of uploading and managing Your Data for use with Clause Finder.

3.4.2.2 You agree you will not store more than 10 GB of Your Data in the Integrations App site, and you agree to remove any excess storage of Your Data at our request.

3.4.2.3 Admin users are responsible for adding, removing and updating Your Data, and you are responsible for ensuring that admin users understand that Your Data made available through the Integrations App will be available for all your users. Your Data added to the Integrations App by synching directly to a Third-Party Application may include permissions that flow through with Your Data. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding Your Data to Third-Party Applications.