EXHIBIT A: SCOPE OF WORK

The Department of General Services (DGS), Procurement Division (PD), hereinafter referred to as the "State" or "DGS-PD" is contracting for a provider of Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products.

1. SCOPE OF WORK

A. The State of California, Department of General Services (DGS) (hereinafter referred to as "DGS" or the "State") and RELX Inc. (hereinafter referred to as "Contractor" or "RELX" or "LexisNexis" or "LN"), hereby agree that Contractor will provide Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as "User Agencies") to access proprietary legal research, information, news databases, and print products. The Risk products in Exhibit F that are FCRA compliant will be provided by LexisNexis Risk Solutions Inc. and the non FCRA products will be supplied by LexisNexis Risk Solutions FL Inc. The Master Service Agreement (MSA) or "Agreement" shall refer to the EILS contract between DGS and Contractor. User agreements shall refer to purchase orders or contracts established under the MSA between User Agencies and the Contractor.

B. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the use of the MSA is consistent with its procurement policies and regulations.

C. The State reserves the right to revise this Scope of Work (SOW) in the future to include additional EILS options. Any revisions to the SOW or the Terms and Conditions will be made by amendment to this Agreement and mutually agreed upon by the State and Contractor.

2. TERM

A. The term of this Master Service Agreement ("MSA" or "Contract" or "Agreement") is for a five (5) year period with two (2) options to extend for two (2) years, with the start and end date noted on the attached Standard Agreement (the "Effective" term). Extensions will be made by amendment to the MSA upon mutual agreement between Contractor and the State at the same rates, terms, and conditions.

B. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service(s) for any reason with thirty (30) days

written notice. This termination for convenience does not apply to print program user agreements, however, print program user agreements are subject to Exhibit B, paragraph 1, BUDGET CONTINGENCY CLAUSE.

C. Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

D. User Agencies' agreements executed before the end of the MSA term may continue for up to twelve (12) months beyond the MSA contract period.

3. ORDER OF PRECEDENCE

A. In the event of a discrepancy and/or inconsistency between the articles, attachments. Or provision which constitutes this Agreement, the following descending order of precedence shall apply:

1) State of California Standard Agreement (STD 213)
2) Exhibit C: Terms and Conditions (04/2017) (As Modified)
3) Exhibit D: General Provisions – Information Technology GSPD-401IT (Effective 9/5/14) (As Modified)
4) Exhibit A: Scope of Work
5) Exhibit B: Budget Detail and Payment Provisions
6) Exhibit E: Insurance Provisions
7) Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing
8) Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing
9) Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions
10) Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions

4. CONTRACT ADMINISTRATORS

A. All inquiries during the term of this Agreement will be directed to the representatives listed below:

State Contract Administrator	***Contractor Contract Administrator***
Robert Cosgrove *707 3rd Street, 2nd Floor, MS-202* *West Sacramento, CA 95605* *Phone: (279) 946-8303* *Email: Robert.Cosgrove@dgs.ca.gov*	*Gaurang Dave* *1000 Alderman Drive* *Alpharetta, GA 30005* *Phone: (202) 378-1018* *Email: Gaurang.Dave@LNSSI.com*

B. Should a representative change, each party will notify the other in writing no later than fourteen (14) calendar days after the date of such change, without amendment to this Agreement.

5. RESPONSIBILITIES

A. Contractor

Contractor is responsible for the following:

1. Agrees to perform and deliver the services and/or goods under the EILS MSA as described herein.
2. Respond to orders from User Agencies.
3. Shall not provide any services or products to User Agencies utilizing this MSA, except those services or products that are specifically within the scope of the MSA as defined in Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions; Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions.
4. Agrees to payment terms and conditions prior to providing a subscribed service or delivery of goods. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
5. Local Agency Incentive Fee
   a. Contractor agrees to remit to DGS an incentive fee of an amount equal to 1.25 percent of quarterly invoiced sales to all local government agencies.
   b. This incentive fee shall not be included in the User Agency's purchase price, nor invoiced separately to the User Agency. All prices quoted to a local government agency shall reflect MSA pricing, including any and all applicable discounts, and shall not include add-on fees.
   c. The Contractor is required to pay to DGS the local agency fee in the form of an electronic payment using DGS-PD LPA Payment Portal or by submitting a check payable to: Department of General Services (DGS), Procurement Division (PD). <u>Contractor must include the Master Agreement Number on the check</u>.
   d. To submit Incentive Fees electronically, users must register on the DGS-PD LPA Payment Portal (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal).
   e. Contractor's payment of the local agency incentive fee is due irrespective of whether or not the local governmental agency has paid the contractor for services.
   f. Local Agency fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30

April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

g. Local Agency fee checks shall be submitted to:
State of California
Department of General Services, Procurement Division
Attention: Master Agreements Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

B. User Agency Responsibilities

The User agency is responsible for the following:

1. Develop user agreements and Purchase Orders that include, but are not limited to:
   a. Scope, budget, schedule, and term;
   b. Services/Goods required;
   c. Authorized User information and Locations;
   d. Deliverables; and
   e. Payment terms and conditions.
2. Provide business information and data to facilitate the Contractor's work.
3. Designate individual(s) able to make decisions regarding the user agency's program needs and requirements.
4. Execute and administer the user agreement.
5. All Local Government Agencies shall pay the Contractor a 1.25 percent Local Agency Fee in addition to the total invoiced amount of the goods and services purchased.

C. State Responsibilities

DGS is responsible for the following:

1. Execute and administer the EILS MSA.
2. Monitor quarterly invoice reports.
3. Collect the Local Agency Fee.

6. PURCHASING

The following terms and conditions apply to purchases made under this MSA.

A. User Agreement—Prior to rendering services, Contractor and State Agencies and Local Governmental Agencies must execute a separate user agreement that incorporates all the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind or be in conflict with the terms and conditions of this MSA.

For State Agencies, such user agreement shall be in the form of the Standard Agreement, STD 213 and/or Purchase Order, and for Local Governmental Agencies shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.

B. User Instructions—User Agencies may purchase under this MSA by following the User Instructions published at Procurement Division's website: http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx or the Cal eProcure website: https://www.caleprocure.ca.gov/pages/index.aspx.

C. For purchases made under this MSA, Contractor will provide EILS services under the terms and conditions defined in the MSA and Exhibits, and specified in the individual subscription agreement. Access to and usage of any other databases, features, and services are excluded. Contractor shall provide quarterly invoice reports detailing excluded charges by User Agency. State Agencies with excluded charges in excess of $4,999.99 may be subject to DGS review of their purchasing activities.

D. Processing – Orders will be processed as follows:

1. Exhibit F and Exhibit G Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
2. California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

E. User agency's acceptance of any "click-through" terms shall not be binding or have any force or effect.

7. DELIVERABLES

The Contractor shall provide the following products and services:

Descriptions and pricing of Subscription Services and Printed Products are on Exhibit F: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit G: LexisNexis Risk Solutions FL Inc. Deliverables and Pricing; Exhibit H: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions; and Exhibit I: LexisNexis Risk Solutions FL Inc. Contractor's Terms and Conditions.

8. CONTENT DELIVERY

The content identified under the SOW shall be delivered to user agencies through a variety of delivery mechanisms including XML, Batch and internet services. The parties

expressly agree that these delivery mechanisms are not part of the work specified in this SOW and that such delivery mechanisms are not SaaS, LaaS or PaaS.

9. PRICE ESCALATIONS AND DECLINES

A. Online Subscriptions

1. Price Escalation
   Prices shall be fixed for one (1) year starting from MSA effective date. The Contractor may request approval for an increase of its pricing with supporting documentation to justify such an increase. Acceptable documentation for proposed rate increase is based on the United States Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category. The expenditure category shall be legal services and it shall be the unadjusted percent change for the previous one-year period. Reference to this index may be found at the following web page, subject to change: http://www.bls.gov/news.release/cpi.toc.htm.

   Rate increase requests will only be considered for requests received by the State's Contract Administrator during the last quarter preceding the end of each one-year period. If an increase is granted, Contractor shall provide a new rate sheet to the State's Contract Administrator. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.

B. Print Products

1. Price Escalations
   Print Products and Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% to 25% off the then-current list prices as such list prices are reflected on the Bookstore (see https://store.lexisnexis.com/). The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.

10. TECHNICAL SUPPORT

A. Contractor shall provide research, technical and customer support at no additional cost. Contactor will provide a team of experts available to User Agencies 24 hours a day, seven days a week via toll free phone number:
   - **800-543-6862 – LexisNexis products**
   - **866-277-8407 – LexisNexis Risk Solutions FL Inc. products**

   Lexis Advance chat support is available Monday to Friday 5:00 a.m. through 10:00 p.m. PDT. Accurint chat support is available Monday to Sunday 7:00 a.m. - 9:00

a.m. and 11 a.m. to 1 p.m. PDT. Email support is also available. If the phone number changes, Contractor shall notify the State Contract Administrator and User Agencies online or in writing, as soon as practical or within five (5) days.

HOURS AND SPECIALISTS	RESEARCH SUPPORT
A team of experts available 24 x 7 via a toll-free number. Customer support staff will include professionals with experience in the areas of research for each of the LexisNexis products and solutions.	For questions relating to legal search strategy, materials, and features, experienced Legal Research Associates will help subscribers find results fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist subscribers have practiced in law firms, in corporate counsel offices, and as judicial law clerks.

TECHNICAL SUPPORT	OPERATIONS SUPPORT
Technical experts will respond to subscriber's questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day. The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. Users will benefit from the representatives' practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.	Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day. The specialists have a variety of expertise and education, including bachelor's degrees in communications, business and MIS. Most representatives who will serve a subscriber have worked at least two years as telephonic customer support specialists before they joined LexisNexis.

B. RELX will provide training for new and existing subscribers at no additional cost upon request. Training can be made available via webinars or onsite, in group

training session or one-on-one. Depending on training topics, sessions can last 30 minutes to an hour.

C. Basic Accurint Virtual Crime Center (AVCC)Training can be provided for $495 per student and will be for a period of two weeks for 2 hours a day. This training will be online live training on product functionality and use cases.

D. RELX will provide free user guides in print or via electronic format when requested. User guides and search tips are also accessible online at no additional cost.

11. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a “Notice of Dispute” with User Agency Director or Designee within ten (10) days of discovery of the problem.

A. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Contactor and the User Agency Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designated representative) of the User Agency for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties to the State of California’s policies and procedures. If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.

B. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Contractor shall continue with the responsibilities under this Agreement during any dispute, unless Contractor believes it is necessary to stop such responsibilities to protect the security and confidentiality of data.

C. Where there are conflicts, this Agreement takes precedence over the user agreement signed by the User Agency. Please see page 3, Order of Precedence.

12. CANCELLATION/TERMINATION

The State may terminate this Agreement for cause and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contactor upon demand.

A. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract.

B. Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

C. Notwithstanding any other provision of this Agreement or of law, if at any time during the operation of this Agreement the Federal Government adopts or promulgates a policy, law or regulation prohibiting the State from entering into the contractual arrangement described in the Agreement, this Agreement shall immediately become void and of no further effect, and any sums otherwise due to the Contractor under the terms of this Agreement or by any other remedy of law for services performed under this Agreement shall be forfeited.

13. REPORTING

A. Contractor shall submit quarterly invoice reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.

B. Contractor shall provide a quarterly report on an Excel spreadsheet transmitted electronically to the DGS mailbox at masters@dgs.ca.gov.

C. Contractor shall remit a quarterly report to the Department of General Services for services performed and/or goods purchased under this Agreement. The quarterly reports include, but are not limited to, the following information:

1. Date of each agency transaction
2. User Agency name (department, agency, etc.)
3. State or Local Agency
4. Invoice number issued by the Contractor
5. Corresponding User Agency user Agreement, Purchase Order or Contract number
6. Plan or option purchases
7. Add-on Content
8. Excluded Charges
9. Type of Service or Product purchased
10. List Price, Contract Price, and total amount of invoice
11. Local Agency Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the budget act of the current fiscal year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability incurred by the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

2. INVOICES

A. Submission of Invoices
The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's Subsidiary Agreement. The information is mandatory information to be provided for all invoices:
   1. DGS MSA Contract Number
   2. User Agency Purchase Order Number
   3. User Agency Billing Code
   4. User Agency Name
   5. User Agency Address
   6. Description of services ordered (specific services purchased, tier number, total number of Eligible Persons, etc.)
   7. Appropriate pricing information, which shall not exceed rates listed in Exhibits F & G.

B. The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

3. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered and receipt of goods. The Contractor shall invoice User Agencies monthly in arrears.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.