

TEXAS WATER DEVELOPMENT BOARD

PURCHASE ORDER NUMBER:

580-16-0091

(Please reference this number on all packages & invoices)

PCC Code:

K

INVOICE TO:

Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

invoice@twdb.texas.gov

AGENCY CONTACT:

Tina Newstrom, CTPM
Angela Wallace, CTPM
(512) 463-7825
Phone: (512) 463-7979
Fax: (512) 475-3009

To:	12045307027	HUB Status:	N/A	Ship to:
Thomson Reuters (Markets) LLC PO Box 415983 Boston, MA 02241-5983				TEXAS WATER DEVELOPMENT BOARD P.O. Box 13231 Austin, TX 78711-3231

This section for TWDB use only

P.O. DATE	ORDER PLACED BY	DATE EXPECTED	ORDER RECEIVED BY	DATE RECEIVED	ER #
11/06/15	Tina Newstrom	N/A	N/A	N/A	B160073

956/58

QTY	UNIT	DESCRIPTION	ITEM #	UNIT PRICE	TOTAL
4	months	MMD DT Line 2 SVC PKG for service period 9/1/15 thru 12/31/15		\$ 326.00	\$ 1,304.00
4	months	MMD State & Sector 2 SVC PKG for service period 9/1/15 thru 12/31/15		\$ 326.00	\$ 1,304.00
8	months	MMD DT Line 2 SVC PKG for service period 1/1/16 thru 8/31/16 (price increase effective 1/1/16)		\$ 359.00	\$ 2,872.00
8	months	MMD State & Sector 2 SVC PKG for service period 1/1/16 thru 8/31/16 (price increase effective 1/1/16)		\$ 359.00	\$ 2,872.00
Service Period: 9/1/15 - 08/31/15					
"NOT AVAILABLE FROM ANY OTHER SOURCE"					

SHIPPING & HANDLING	N/A
SUBTOTAL	\$ 8,352.00
SALES TAX RATE	EXEMPT
SALES TAX	\$ -
TOTAL DUE	\$ 8,352.00

Please see PAGE 2 for additional Terms & Conditions

Tina Newstrom 11/6/15
Authorized Signature Date

STATE SALES TAX EXEMPTIONS CERTIFICATE : The above signed claims an exemption from taxes under Chapter 20, Title 122A revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from vendor listed above, as this property is being secured for the exclusive use of the State of Texas. The State of Texas is exempt from all Federal Excise Taxes (poform rev. 9/02)

TEXAS WATER DEVELOPMENT BOARD TERMS & CONDITIONS
Items stated below apply to and become a part of the purchase order

APPLICABLE FOR ALL PURCHASES

- A. **Dispute Resolution** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Water Development Board and the contractor to attempt to resolve all disputes arising under this contract.
- B. **Delinquent Taxes** - Vendor agrees that any payments due under this purchase order will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- C. **General Information** - Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the state of Texas.
- D. **Cancellation of Purchase Order** - Financial obligations of the state payable after each fiscal year are contingent upon funds being appropriated by the Texas Legislature budgeted or otherwise made available. If funds are not appropriated or otherwise made unavailable, any resulting contract shall be terminated without penalty upon agency giving written notice to the vendor.
- E. **Executive Order--RP 80** - The parties understand and agree that CONTRACTOR shall be required to utilize the United States Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within the State of Texas, as well as all persons (including any subcontractors) assigned by CONTRACTOR to perform work pursuant to this Agreement.

APPLICABLE FOR INTER-AGENCY PURCHASES

- F. **Inter-Agency Purchase** - Legal Cite: Texas Government Code Chapter 771 (IAC) Act

APPLICABLE FOR DIRECT PUBLICATION PURCHASES (as stated in Section 2.14 in the Procurement Manual)

- G. **Direct Publication Purchases** - "Not Available from any other source"

APPLICABLE FOR ALL AIS (Automated Information Service) PURCHASES (which includes Catalogue Contract Purchases)

- H. **Technology Access Clause** - "The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Texas Water Development Board that the technology provided to Texas Water Development Board for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - 1. providing equivalent access for effective use by both visual and nonvisual means;
 - 2. presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
 - 3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

rev. 01/15



THOMSON REUTERS

Ms Tina Newstrom

Texas Water Development Board
P.O. Box 13231
Austin Texas 78711-3231
United States

September 2015

Dear Customer,

Important changes to Thomson Reuters pricing effective January 2016

I am writing to inform you of changes to the price of our products and services that will apply from January 1st 2016 or your first 2016 invoice.

The annual price increase supports our commitment to invest in leading edge technology and service and to continuously deliver those benefits to our customers.

Full details of the price increase are included in the enclosed Appendix. If you would like to discuss any aspect of this, please do not hesitate to contact your Thomson Reuters Account Manager.

Yours sincerely,

Arthur Rassias
Managing Director, Americas

THOMSON REUTERS – 2016 PRICE INCREASE

PRODUCTS & SERVICES

All price changes take effect from 1st January 2016 or your first invoice in 2016. To avoid complexity standard rounding is applied to determine the final 2016 price. Pricing for products and services **will be increased by 3%** unless listed below. Pricing for add-ons will increase by the percentage specified for the relevant underlying product or service unless listed below.

A. The list price for the following products and services **will not be changed** (however pricing may change under section B).

Actionable Indications of Interest
Dealing Link Add Conversation
Demand Center
Domestic TSY
Estimates, Fundamentals, Research, Insiders and Ownership data delivered via 3rd party partner applications
Flextrade Spark for Thomson Reuters Eikon
GFMS services
Indications of Interest
IOI/AT reports
MDFD
Order Routing
Panopticon
Point Carbon services
Pricing Partners Price It Libraries
Pricing Partners Price it Online
Reuters Commodities 2000/3000 Access Fees
Reuters Developer Connect API
Reuters Energy 2000/3000 Access Fees
Reuters Money 2000/3000 Access Fees
Reuters Order Management (TWAVE)
Reuters Trader for Commodities (Kobra) - excluding CIS Commodities Insight, Russian Petrol Investor, Caspian Investor
Thomson Reuters Deal Tracker
Thomson Reuters Dealing
Thomson Reuters Dealing Aggregator
Thomson Reuters Delivery and Communication Fees
Thomson Reuters Eikon
Thomson Reuters Eikon Asset Management
Thomson Reuters Eikon Banking
Thomson Reuters Eikon Metals, Thomson Reuters Eikon Agriculture, Thomson Reuters Eikon Energy
Thomson Reuters Eikon Sell Side Research
Thomson Reuters FX Trading

Thomson Reuters Index Services - Licensing
Thomson Reuters Intelligent Tagging
Thomson Reuters Market Tracker
Thomson Reuters Messaging
Thomson Reuters Trade Notification
Thomson Reuters Trade Reporting Services
Thomson Reuters Trading for Exchanges
Weather Insight
Zawya

B. Where pricing of products and services is currently at a discount to the 2015 list price **an increase of up to 10% of new list price** will apply to the following.

AFX
Asset4
Banker One Analytics
Bridge Graphics
Datastream
Datastream Professional
Datastream Professional with Portfolio Analytics
Deal Analytics
Deals Business Intelligence
Dealwatch
IFRe.com
Indications of Interest (Desktop)
Investext/Subscription Collection
Lipper
Loan Pricing Services
Multex
News Archive
PFile.com
PointConnect
Project Finance International
Research Bank of Japan
Research On Demand
RET Automated Dealing
Reuters 3000 Xtra
Reuters 3000 Xtra with Knowledge IB
Reuters 3000 Xtra with Knowledge IM

Reuters Domestic News
Reuters Knowledge for Corporates
Reuters Knowledge IB
Reuters Knowledge IM
Reuters Markets 2000/3000 Access Fees
Reuters Markets 2000/3000 Location Fees
Reuters Securities 2000/3000 Access Fees
Reuters Small Site Delivery (RSSD)
Reuters Treasury 2000/3000 Access Fees
Reuters Wealth Manager for Germany
Reuters Wealth Manager for Switzerland
Reuters Xtra with Knowledge for Corporates
RLMO
SDC
ShareWatch
StarMine
StreetSight
T1 for Institutional Research
T1.com IB
Thomson Analytics
Thomson ONE Analytics
Thomson ONE Banker
Thomson ONE Corporate Development
Thomson ONE Corporate Insight
Thomson ONE Development
Thomson ONE Intelligence
Thomson ONE Investment Analyst
Thomson ONE Investment Management
Thomson ONE Portfolio Management
Thomson ONE Research
Thomson Portfolio Analytics
Thomson Proprietary Research
Thomson Research
Thomson Reuters Advanced Analytics
Thomson Reuters Convertible Bonds Index Services



THOMSON REUTERS™

B. Continued.

Thomson Reuters Deal Tracker
Thomson Reuters Delivery and Communication Fees
Thomson Reuters Eikon
Thomson Reuters Eikon After Market Research
Thomson Reuters Eikon Asset Management
Thomson Reuters Eikon Banking
Thomson Reuters Eikon Core
Thomson Reuters Eikon European Domestic
Thomson Reuters Eikon for Commodities & Energy
Thomson Reuters Eikon for Corporates
Thomson Reuters Eikon India
Thomson Reuters Eikon Metals, Thomson Reuters Eikon Agriculture, Thomson Reuters Eikon Energy
Thomson Reuters Eikon Sell Side Research
Thomson Reuters Eikon Wealth Management
Thomson Reuters IFR
Thomson Reuters Knowledge Direct
Thomson Reuters LPC
Thomson Reuters Private Equity Benchmarking
Thomson Reuters Research
Thomson Reuters Spreadsheet Link
Tradeweb Desktop
VentureXpert

C. From 1st January 2016, all Reuters English Language news, supplied as a sub-set of Thomson Reuters Domestic News services, is being incorporated into Thomson Reuters Eikon and FX Trading. The English Language news services will be removed from your invoice, however for a limited period of time they may appear as zero priced items.

D. Disaster recovery pricing will increase by the percentage specified for the relevant underlying product or service.

E. Rounding rules for products & services.
 Pricing is always rounded up.
 For values > 500 rounded to the next highest 5.
 For values > 25 and < 500 rounded to the next highest 1.
 For values < 25 rounded to the next highest 0.01.
 Discounted prices > 25 will be rounded to the nearest 1 and < 25 to the nearest 0.01.

MEDIA PRODUCTS AND SERVICES

The pricing for Reuters Media products and services will be increased by 1% in 2016.





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PRICE SCHEDULE

Thomson Reuters (Markets) LLC
3 Times Square
New York, NY 10036

This Price Schedule is subject to that certain Master Agreement referenced below (the "Agreement"), which sets forth the terms and conditions under which TR provides Client the Services described below.

Table with 2 columns: Field Name and Value. Fields include Account Number, Quote Number, Subscriber Number, Account Manager, Sales Order Specialist, Agreement Type, Agreement Number, Initial Term (Months), Renewal Term (Months), Client Termination Notification Period, and Date.

Table with 3 columns: Client Contracting Entity ("Client"), Delivery Address, and Invoice Address. All three columns contain the same address information for the Texas Water Development Board.

Table with 3 columns: Client Contact, Delivery Contact(s), and Invoice Contact(s). Client Contact is Piper Montemayor. Delivery Contact is Piper Montemayor. Invoice Contact is Letty Molina.

Summary table titled 'Total summary of costs related to this Price Schedule'. It lists Monthly Recurring Additions Total (USD \$600.00), Monthly Recurring Removals Total (USD \$0.00), and Once Off Additions Total (USD \$0.00).

Table titled 'Monthly Recurring Additions' with columns: Product Name, Qty, Start Bill Date, Net Unit Price, and Line Total. It lists two product lines: MMD DT LINE 2 SVC PKG and MMD STATE & SECTOR 2 SVC PKG.

STANDARD TERMS AND CONDITIONS

In all cases capitalized terms with the same meanings, but defined separately in the underlying agreements, shall be construed as the same term. For example, the following terms shall be interchangeable and have the same meaning: (i)



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"Agreement" and "Terms of Business"; (ii) "Order Form", "Price Schedule", and "Addendum"; (iii) "TR", "Thomson" and "Thomson Reuters", (iv) "User" and "End User", and (v) "Fees" and "Charges".

1. This proposal is valid for 30 days.
2. Unless otherwise specified in this Price Schedule, the Fees are payable from the first day of the month following the date such Service was made available to the Client and thereafter until the remainder of the month in which the cancellation of such Service takes effect.
3. TR shall invoice Client quarterly in advance, unless otherwise specified in this Price Schedule, and payment will be due within thirty (30) days of the invoice date.
4. The pricing currency of each Service on this Price Schedule is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on your invoice may vary from one billing period to the next.
5. This Price Schedule is effective upon execution by the parties. The Initial Term and Renewal Term(s) are set out above and apply to monthly recurring Services only. For monthly recurring Services, this Price Schedule shall continue for the Initial Term, and shall continue thereafter for any Renewal Terms unless either party terminates this Price Schedule with written notice in accordance with the Client Termination Notification Period set out above, delivered prior to the expiration of the then current term. The Initial Term shall commence on the date the Services are first billed by TR.
6. TR processes personal information of Users in accordance with TR's Privacy Statement set out in: www.thomsonreuters.com/financial/privacy.
7. All Fees are exclusive of taxes, third party subscription fees, exchange fees, and costs.
8. Client is also subject to the third party provider restrictions found at www.thomsonreuters.com/3ptyterms.
9. TR may, effective on the first day of each January, adjust or change the basis for calculating the Fees set forth on this Price Schedule on not less than 3 months' prior notice to Client. Client may cancel any Service on this Price Schedule if TR increases its Fees by more than the greater of 5% or the change in the OECD CPI. If Client exercises the right to cancel, Client must notify TR within 30 days of the date of TR's notice. The relevant Service will be cancelled from the date on which its Fees would have increased.
10. OECD CPI means the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the country in which the Client is located. The change is calculated as the annual percentage change in OECD CPI published by the last business day in July preceding the date the price increase goes into effect.

Thomson Reuters Global Markets Service Notes

If this Price Schedule contains one or more of the following products: MMD, IFR or TMS ("TRGM Products"), the Thomson Reuters contracting entity with respect to any TRGM Products shall be Thomson Reuters Global Markets Inc., having an office at 22 Thomson Place, Boston, MA 02210 ("TRGM").

Solely with respect to the TRGM Products, the term Thomson Reuters, as used in the Agreement, shall be replaced with "TRGM" and the following additional terms shall apply:

Disclosure Statement and Privacy: A copy of TRGM's written disclosure statement in accordance with Rule 204-3 under the Investment Advisors Act of 1940 may be viewed on line at www.ifmarkets.com and www.tms.com, and is also available on written request. TRGM's Privacy Policy may be viewed on line at www.thomsonreuters.com/financial/privacy. If you do not desire TRGM to use your personal information in any manner other than to fulfill its contractual obligations to you, please send an email to clientservice@tms.com. Where TRGM is required to make further disclosure or deliver communications, Client agrees that TRGM may communicate with Client electronically.

Assignment and Waiver: Notwithstanding any provision in the Agreement to the contrary, neither party may assign TRGM Services without prior written consent. Client does not waive any of its rights under applicable Federal Securities Laws.

Requested and Agreed to by Client

Agreed to and Accepted by Thomson Reuters



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Global Markets Inc.	
<i>Melanie Callahan</i> Client Authorized Signature	<i>Ellen Brulin</i> TRGM's Authorized Signature
Melanie Callahan Print Name	Gregg Weinberger Print Name
5/31/12 Date Signed	29 MAY 2012 Date Signed
Melanie Callahan Notice Party	Gregg Weinberger Notice Party
512.936.2298 Fax	866-941-3616 Fax
INVOICE@INDB.TEXAS.GOV Email	TF-contractmanagement@thomsonreuters.com Email

RETURNING YOUR CONTRACT TO THOMSON REUTERS

At TR we always strive to provide you with access to the service (s) you've ordered as quickly as possible. There are two ways for you to return your signed contract to us:

By Fax: The fastest way for us to process your order is for us to receive the signed contract faxed directly from your offices to our Contracts Department at 866-941-3616. We will start processing your order as soon as we receive your fax. As confirmation, we will countersign the faxed contract and send you an electronic copy via e-mail.

By Email: You can email a scanned image of the signed contract directly to our Contracts Department at contractmanagement@thomsonreuters.com. We will start processing your order as soon as we receive your email. As confirmation, we will countersign the scanned image and send you an electronic copy via email.

Please include ALL pages when returning your signed contract.



THOMSON REUTERS

Contract Number: 1-8849576208
 Client Number: A-01015678
 Client Name: Texas Water Development Board
 Effective Date: June 1 2012

THOMSON REUTERS GLOBAL MARKETS SERVICES CONTRACT

1. **AGREEMENT**
 - 1.1 By signing below, each party agrees that it has read this agreement and applicable order forms (the "Agreement") and will be bound by it from the effective date set forth above.
 2. **COMMENCEMENT AND DURATION**
 - 2.1 This Agreement commences on the effective date for an initial term of 12 months.
 - 2.2 This Agreement shall automatically renew and be extended for 12 month periods unless either party provides notice of termination 90 days prior to the end of the then current term.
 3. **CHARGES**
 - 3.1 The service fees and related charges defined below (the "Charges") for a TR service ("Service") are payable from the first day of the month following the date such Service is made available to Client without right of setoff or deductions. Upon cancellation of a Service, Client agrees that the Charges for such Service will continue to be payable for the remainder of the month in which the cancellation takes effect.
 - 3.2 Client will pay the Charges and all applicable taxes and duties (including withholding taxes) within thirty (30) days of the invoice date unless otherwise set forth on the Order Form. TR may invoice Client by electronic means at its discretion. After payment of such taxes and duties, the amount TR receives must not be less than the Charges. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid when due.
 - 3.3 Thomson Reuters Global Markets Inc. or its affiliates ("TR") may, effective on the first day of each January, adjust or change the basis for calculating any recurring Charges on not less than 3 months' prior notice to Client. Client may cancel any Service if TR increases the Charges for such Service by more than the greater of 5% or the change in the OECD CPI, as defined below. If Client exercises this right to cancel, Client must notify TR within 30 days of the date of TR notice. The relevant Service will be cancelled from the date on which the Charges would have increased. "OECD CPI" is the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the country in which that Client is located. The change is calculated as the annual percentage change in OECD CPI published by the last business day in July preceding the date the price increase goes into effect.
 - 3.4 TR will endeavor to provide reasonable prior notice of any change to the Related Charges, as defined below, but may not be able to do so if the change is imposed by a third party. TR may increase Charges by the change to Related Charges at any time. "Related Charges" are (a) installation, relocation and removal charges; (b) charges for certain items of support; (c) charges for communications; and (d) charges for information, materials and other services provided by certain third parties together with any related administration costs.
 4. **TERMINATION**
 - 4.1 Either party may terminate: (a) a Service immediately if the other party materially breaches any of its obligations in relation to that Service; or b) this Agreement immediately if the other party materially breaches any of its obligations which relate to the Agreement as a whole; provided that the Agreement or such impacted Service will continue if the breaching party remedies a breach which is capable of being remedied within 30 days of receipt of written notice of the breach.
 - 4.2 Either party may terminate the Agreement immediately and without notice if the other party: (a) enters into a composition with its creditors; (b) files a voluntary, or has filed against it, an involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import; or (c) has a receiver, manager, administrative receiver or administrator appointed in respect of it.
 - 4.3 If Client has materially breached the Agreement, TR may, upon giving Client notice, immediately suspend the Services and Client's rights granted in relation to them, in whole or in part, without penalty, until the breach is remedied. In this case, clause 3 still applies.
 - 4.4 TR may, with notice, cancel a Service in whole or in part, or modify the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between TR and a third party, and that third party agreement is modified or terminated; (b) becomes illegal or contrary to any rule, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim that it infringes the rights of any third party.
 - 4.5 TR may, on 6 months' notice, generally clause providing all or a fundamental part of a Service.
 - 4.6 If TR withdraws or cancels a Service other than for Client's breach, or if Client cancels a Service as permitted herein, Client will be entitled to a refund of the part of any recurring Charges paid in advance for the cancelled part of the Service. Termination will not affect a party's respective accrued rights and obligations, and the following clauses shall survive termination: 3.1, 4.6-4.8, 7, 8, 9 and 10.
 - 4.8 Upon termination of a Service, except to the extent that Client has been granted any perpetual license rights, Client shall return all materials provided in connection with the Service to TR or destroy them at TR's request.
5. **TR AND CLIENT OBLIGATIONS**
 - 5.1 (a) TR shall provide the Services with reasonable care and skill and in compliance with applicable law and shall use reasonable commercial efforts to ensure that the Services, before being made available to Client, have been scanned for viruses. (b) Although TR may alter the Services from time to time, TR will not change their fundamental nature, except as permitted in clauses 4.4 and 4.5. (c) Client agrees that Client will use the Services in accordance with applicable law, the terms of the Agreement and the relevant documentation. (d) Client agrees that it is using the Services at its own risk and that the Services do not constitute a recommendation to buy or sell securities of any kind and that TR has not undertaken any liability or obligation relating to the purchase or sale of securities for or by Client or User; and (e) unless otherwise provided in an Order Form, Client agrees that it will not use the information in the Service to create an index that will be used as a tradable instrument in the nature of a security. "Information" is the information contained in the relevant

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- Service in raw form and such information as it may be modified by Client.
- 5.2 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, TR IS PROVIDING THE SERVICES "AS IS" AND DOES NOT MAKE ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
- 5.3 Client does not waive any of its rights under the Federal Securities Laws.
- 5.4 A copy of TR's written disclosure statement in accordance with Rule 204-9 under the Investment Advisors Act of 1940 may be viewed on line at <http://www.limarkets.com> and <http://www.tm3.com>.
6. **INTELLECTUAL PROPERTY**
- 6.1 Subject to clause 6.2, the Services, including Reuters Instrument Codes ("RICs"), are the valuable intellectual property of the TR or its affiliates. Except as set forth in this Agreement, Client may not use the TR name, any derivative thereof or trademarks without TR's prior written consent. Client will not remove or conceal any proprietary notice incorporated in the Services.
- 6.2 From time to time, Client may be required, as a condition of access or continued access to a third party supplier of information ("Third Party Provider"), to comply with the terms required by a relevant Third Party Provider. Those terms shall be legally binding on Client. TR may provide Third Party Provider restrictions at www.thomsonreuters.com/3p/terms. Some restrictions may be supplied to Client within the Service or directly by the Third Party Provider. TR does not warrant that the restrictions on the website or in the Services are accurate or complete. Third Party Providers may also have the right to require that TR terminate Client's access to such information or materials.
7. **LIABILITY**
- 7.1 Each party's aggregate liability to the other in any calendar year for Damages (arising out of negligence or otherwise) in connection with any Service ordered pursuant to this Agreement shall not exceed the Charges paid by Client to TR for that Service during the 12 month period immediately preceding such claim. This limit on liability does not apply to the Client's liability under clause 3.1.
- 7.2 TR shall not be liable for any loss, damage or cost ("Damages") (arising out of negligence or otherwise) resulting from: (a) Client's decisions regarding the installation and support of the Services; (b) any actions taken in reliance on the Services by Client or individuals accessing Services through Client; or (c) any error, interruption or delay in any Service.
- 7.3 UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT, LOSS OF DATA OR LOST PROFITS, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED
- 7.4 Neither party shall be liable for any loss or failure to perform its obligations under the Agreement due to circumstances of force majeure. If such circumstances continue for more than 3 months, either party may cancel any affected Service immediately upon notice to the other party.
- 7.5 Nothing herein shall be understood to limit any liability that can not be limited under law.
8. **INDEMNITY**
- 8.1 TR agrees (subject to clauses 8.2 and 8.5) to indemnify Client against Damage which Client incurs as a result of (a) TR's breach of Client's Intellectual Property Rights, as defined below, in Client's products, services or content; or (b) any claim that the Services breach a third party's Intellectual Property Rights in the locations where Client is licensed to use the Service; provided that the relevant claim does not arise as a result of (i) the combination of all or part of the Service with other products or technology not supplied by TR; (ii) Client's modification of all or part of the Service; (iii) the use of a version of the Service other than the most current version; or (iv) the Client's use of a Service in contravention of the terms of this Agreement. "Intellectual Property Rights" are the rights in and to patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights, rights in know-how, moral rights, trade secrets and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.
- 8.2 In the case of information and/or materials obtained from a Third Party Provider, TR's Indemnity shall be limited by the amount TR recovers from the relevant Third Party Provider in proportion to other claims (actual or potential) arising out of the alleged infringement.
- 8.3 Upon notice of any claim referred to in clause 8.1(b), or, if in TR's reasonable opinion, such a claim is likely, TR will have the right, at its option, to: (a) procure the right for Client to continue to use the Service; (b) modify the Service so that it becomes non-infringing; (c) replace affected information and/or TR materials, provided that such replacement information and/or TR materials do not alter the fundamental nature of the relevant Service; or (d) remove the affected Service.
- 8.4 To the extent permitted by law, Client will indemnify TR against any Damage which TR incurs in relation to any of Client's products, services or content, or as a result of any (a) third party accessing any part of the Service through or by means of Client (except for Damages for which TR would be required to indemnify Client); (b) modification of all or part of the Service by Client; (c) use of all or part of the Service by Client after TR has notified Client that it should not be used; or (d) Client breach of TR Intellectual Property Rights in the Services.
- 8.5 The indemnifying party shall be provided with prompt notice of any claim giving rise to its indemnification obligations and, at its option, immediate and complete control of the claim. The indemnified party shall co-operate, at the expense of the indemnifying party or the relevant Third Party Provider, in the defense or prosecution of any third party claim. The indemnified party may not settle any claim or perform any other acts that may prejudice or otherwise affect the indemnifying party's position without the indemnifying party's prior written approval.
9. **CONFIDENTIALITY AND PRIVACY**
- 9.1 Each party agrees to hold the other party's Confidential Information, as defined below, in confidence and not to disclose any part of it, other than to any person who has a need to know such Confidential Information for purposes of the Agreement. Each party agrees to: (a) not use the other's Confidential Information for any purpose other than for dealings with the other party; (b) delete and/or return to the disclosing party upon demand and termination of the Agreement, the Confidential Information except for one copy of such Confidential Information as is required to be retained by law or regulation, and (c) use reasonable endeavors to provide the disclosing party with prompt notice if any member of the receiving party's affiliates becomes legally compelled to disclose any of the Confidential Information, so that the disclosing party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the obligation of confidentiality will be waived to the extent necessary to comply with the law. "Confidential Information" is information in any form, whether oral or written, of a personal, business, financial or technical nature; and other information about a party's customers or business which ought reasonably to be known to be confidential and which is disclosed by either party in the course of the Agreement.
- 9.2 The obligation of confidentiality does not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the receiving party becomes

THOMSON REUTERS GLOBAL MARKETS SERVICES CONTRACT

- generally available to the public; (b) becomes rightfully known to the receiving party or its affiliates through a third party with no obligation of confidentiality; (c) the receiving party is able to prove was lawfully in the possession of the receiving party or its affiliates prior to such disclosure; or (d) is independently developed by the receiving party or its affiliates.
- 9.3 TR's Privacy Policy may be viewed on www.thomsonreuters.com/financial/privacy and on <http://www.lm3.com> and is also available upon written request.
- 10 **GENERAL**
- 10.1 All notices under the Agreement must be in writing and may be sent by email (except for notices of breach of the Agreement), or by registered mail, courier, fax or delivered in person at the address set forth on the Order Form for a Service or, for software changes, product notices or support, via publication on the Customer Zone. The Customer Zone may be found at <https://customers.reuters.com/home/>.
- 10.2 Neither party may transfer any right or obligation under the Agreement without the prior written consent of the other party. This consent may not be unreasonably withheld or delayed.
- 10.3 If any part of the Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the Agreement.
- 10.4 If either party delays or fails to exercise any right or remedy under the Agreement, that party will not have waived that right or remedy or any other right or remedy on any other occasion.
- 10.5 TR has the right, by itself and/or through its agents and/or representatives, during normal business hours, to audit Client to verify Client's compliance with the Agreement provided TR gives Client at least 5 business days' advance notice of its intention to audit. Client will pay the costs of such audit and any applicable charges if the audit reveals that Client has not been in compliance with the Agreement. During the verification, TR and its agents will comply with Client's reasonable requirements relating to security, health and safety and confidentiality.
- 10.6 Clauses 5.1, 5.2, 6, 7, 8.4, 10.6 and 11.2 shall be applicable to Third Party Providers to the same extent as TR, and TR may exercise such rights on behalf of such Third Party Providers.
- 10.7 The Agreement contains the parties' entire understanding regarding its subject matter and supersedes all agreements, proposals and other representations, statements, negotiations and undertakings in each case, verbal or written, relating to such subject matter.
- 10.8 Except as otherwise permitted herein, the Agreement may be varied only by a written amendment signed by both parties.
- 10.9 If there is any conflict between the Agreement and the documentation, or between any Order Form and the remainder of the Agreement, the order of precedence shall be: Order Form, Agreement, documentation.
11. **SERVICE RIGHTS**
- 11.1 **Terms for Individual Services**
For as long as Client subscribes to a Service, each individual employed by Client or each contractor acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Client to access the relevant Service ("User") may: (a) use and modify the Information, and (b) Distribute Internally and Redistribute externally limited extracts of Information, provided this is done infrequently in a non-systematic manner.
- 11.2 **Storage**
Unless otherwise set forth in the TR order form a Service: (a) Client can store Information and RICs for as long as Client takes the relevant Service, and (b) all Information and RICs must be deleted at the end of the permitted storage period except to the extent required by any applicable laws or regulations.

Thomson Reuters Global Markets Inc.	
PRINCIPAL OFFICE:	22 Thomson Place Boston, MA 02210
SIGNED BY:	<i>Ellen Bowlin</i>
PRINT NAME/TITLE:	Ellen Bowlin VP Customer Administration
DATE OF SIGNATURE:	29 MAY 2012

CLIENT	Texas Water Development Board (Client)
PRINCIPAL OFFICE	1700 Congress Ave. Austin, TX 78711
SIGNED BY:	<i>Melanie Callahan</i>
PRINT NAME/TITLE:	Melanie Callahan Executive Administrator
DATE OF SIGNATURE:	5/21/12

TEXAS WATER DEVELOPMENT BOARD
Expenditure Requisition Form

Last revised on 9-8-10

Division	Finance
Section	
Originator	Angela Gutierrez

ER Number	Purchase Order Number
B160073	16-0091
Order Date	Estimated Delivery Date
11/6/15	N/A

ER Request Date	07/21/15
TIME SENSITIVE: PLEASE NOTE: Delivery of Product/Service needed by:	
Appropriation Year	2016

Vendor Name	Thomson Reuters	Phone	
Address		Fax	
Attention			
City	State	Zip	

Originator's Instructions / Comments	Fund (4#s)	Object of Expense	MOF (2#s)	DIV Code (4 #s)	PCA (5#s)	Work # (6 #s)	% (optional)	Amount Charged	
	6005	7276	99	F620	99999	N/A	50.00%	\$3,792.00	
	9005	7276	99	F620	99999	N/A	50.00%	\$3,792.00	
IT Use Only: VPAT									
() Yes () No								Approved ER Amount	\$7,584.00

Quantity	Unit	Item Description	Unit Cost	Total Cost
12	months	Bond market overview access 9/1/15-8/31/16	\$ 632.00	\$ 7,584.00
		4 - months c. \$652 ^{ac} (\$326 ^{ac} per semo 12 = 652 ^{ac} /mo)		\$ 2,608.00
		8 - months c. \$718 ^{ac} est. (\$359 ^{ac} per semo 12 = 718 ^{ac})		\$ 5,744.00
				\$ 8,352.00
			ER Total	\$ 7,584.00

Manager/Director	Date
<i>Angela Gutierrez</i>	8/17/15
Budget Officer	Date
<i>U.A. Amy</i>	8-17-15
Deputy Executive Administrator	Date

Budget	Date
<i>U.A. Amy</i>	8-17-15
Special Authorization	Date
Executive Administrator or Designee	Date