

# **Order Notification**

Contact your representative michael.boyd@thomsonreuters.com with any questions. Thank you.

# Order ID: 664676

#### Subscriber Information

Account Address: Account #: 1003943615 WEBB COUNTY INDIGENT HEALTH CARE SERVICE DEPT 1620 SANTA URSULA AVE LAREDO, TX 78040 US Shipping Address: Account #: 1003943615 WEBB COUNTY INDIGENT HEALTH CARE SERVICE DEPT 1620 SANTA URSULA AVE LAREDO, TX 78040 US 956-721-2300 Billing Address:
Account #: 1003943615
WEBB COUNTY INDIGENT
HEALTH
CARE SERVICE DEPT
1620 SANTA URSULA AVE
LAREDO, TX 78040
US
956-721-2300

## Payment and Shipping Information

Payment Method:

956-721-2300

Payment Method: WestAccount Account Number: 1003943615

Shipping Information:

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

### **Additional Information**

Created By: 0129282 Order Source: 27 Revenue Channel: 01

Order Date: 3/25/2015 11:55:13 AM

P.O. Number: Additional Data B: 4

Order Contact Information					
First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Debbie	Ornelas	dornelas@webbcountytx.gov		Order Confirmation Contact	28
Debbie	Ornelas	dornelas@webbcountytx.gov		Primary Password Contact	24
Debbie	Ornelas	dornelas@webbcountytx.gov		CLEAR <sup>®</sup> Primary Account Contact	46
Debbie	Ornelas	dornelas@webbcountytx.gov		My Account Administrator	My Account
Debbie	Ornelas	dornelas@webbcountytx.gov		Quickview Contact	Quickviev

#### **Internal Comments**

OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx? pfv=true&ordergroupid=bd245dff1e2e4df684ffbaca30355c56&isofview=yes

#### Account and IP Address Info for CLEAR Products

#### **Technical Contact for CLEAR Products**

Name: Debbie Omelas Phone: 956-523-4744

Email: dornelas@webbcountytx.gov

#### IP Address Section - Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 10.255.255.255, 127.0.0.0 127.255.255.255, 172.16.0.0 172.31.255.255, 192.168.0.0 192.168.255.255, 169.254.0.0 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

IP Addresses: 000.000.000.000 To 000.000.000.000

#### Subscriber's Internet Service Provider Name:

All CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

# New Products - Online/Practice Solutions/Software/CD ROM/ProView

i:		
Qty	Product	Material ID
	10.00 (10	DEMONSTRATION OF THE PROPERTY

CLEAR Investigator (Banded)

41010940

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case

Subscriber agrees to commit to a **Minimum Term of 36 months** and the Monthly Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months.

4 CLEAR users at Subscriber's location identified above.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

User Information You have requested access for the following users:					
User	Position	Email	Phone		
Ornelas, Debbie	CLEAR INVEST	dornelas@webbcountytx.gov			

Order Subtotal:

Order Total: \$0.00

N/A

Products Under 36 month contract term: \$271.20

\* Billed Monthly Total: \$271.20

\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase and other terms and conditions set forth herein.

Lapse Subscriptions			
Active Subscriptions to Lapse	Contract Number	Material ID	
CLEAR INVESTIGATOR	0119722264	41011154	

#### **Additional Terms**

Credit Card Transactions Only. Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

If Subscriber enrolls in the Auto Charge or Electronic Funds Transfer Payment Options: Notwithstanding anything contained in the Subscriber Agreement or this Order Form, Subscriber will pay all invoices, in full, upon receipt. Further, as a condition of this Order Form, Subscriber will enroll in Auto EFT or AutoCharge and acknowledges and agrees that Subscriber may not discontinue participation without completion of West's credit evaluation and approval process. Subscriber is responsible for providing West advance notice of any changes to bank or credit card information, including, but not limited to name, account number, expiration date, etc. In the event West is unable to charge or draw from Subscriber's account pursuant to the terms of Auto EFT / AutoCharge, West may terminate this Order Form and Subscriber Agreement immediately upon giving Subscriber written notice of termination and material breach.

Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROMDVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

Usage Cap. In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, (or by 20 times in any month for Enterprise Law Enforcement subscribers), West may, at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations or, upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

Notices. Except as otherwise provided in the applicable Subscriber Agreement, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth in the Order Form/Order Notification.

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

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Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & D

Westlaw Doc & Doc & Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time & Doc & Billing Content prior to termination of this Order Form and Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

#### Additional Contract Information

# NON-AVAILABLITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

# Signature for Order ID: 664676

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- -Applicable Schedule A price plan (located at http://legalsolutions.com/schedule-a-westlaw-clear)(for CLEAR Services)
- -Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A

and this Order.	
Signature of Authorized Representative for order	Title
Printed Name	Date
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ATTEST:

Margie Ramirez Ibarra Webb County Clerk

APPROVED AS TO FORM

Marco A. Montemayor Webb County Attorney

By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

