

## **Order Form**

# Order ID:Q-00229081

Contact your representative <u>ken.trudeau@thomsonreuters.com</u> with any questions. Thank you.

#### Subscriber Information

#### Account Address

US

Account #: 1000253673 WEBB COUNTY SHERIFF BUSINESS OFFICE PO Box 29 1110 WASHINGTON ST STE 203 LAREDO TX, 78040-4470

## Shipping Address

Account #: 1000253673 WEBB COUNTY SHERIFF BUSINESS OFFICE PO Box 29 1110 WASHINGTON ST STE 203 LAREDO TX, 78040-4470 US

#### **Billing Address**

Account #: 1000253673 WEBB COUNTY SHERIFF BUSINESS OFFICE PO Box 29 1110 WASHINGTON ST STE 203 LAREDO TX, 78040-4470 US

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

Clear Fixed Rate/Window Products							
Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
42091307	CLEAR PRO Gov Law Enforcement Investigator	5	Seats	\$200.00	36	5%	Subscription

#### Minimum Terms

Online/ Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "1") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

## Post Minimum Terms

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

Automatic Renewal Term for Window Products. At the end of the Minimum Term and your Monthly Charges will be billed at up to our thencurrent rate. Thereafter, we may modify the Monthly Charges after at least 90 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

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

#### Miscellaneous

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

Settling a Disputed Balance. Payments marked as "paid in full, or with any other restrictive language, will not operate as an accord and satisfaction without our prior approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <a href="http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf">http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf</a> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <a href="http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf">http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</a> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf</a> The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <a href="https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf</a> In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control.

CLEAR Fixed Rate Usage: If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the thencurrent 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data: Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

## Post House residence of the contraction of the cont

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

## Signature for Order ID: Q:00229031

### ACKNOWLEDGEMENT Q-00229081

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Webb County Judge

Page 3 of 5

Signature of Authorized Representative for order	Title
Tano E. Tijerina	
Printed Name	Date

© 2017 West, a Thomson Reuters business. All rights reserved

This Order Form will expire and will not be accepted after 7/8/2018 CT.

	Signature of Authorized Representative for order	Title
İ		
	Tano E. Tijerina	
İ	Printed Name	Date

© 2017 West, a Thomson Reuters business. All rights reserved

This Order Form will expire and will not be accepted after 7/8/2018 CT.



# Attachment

Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00229081

## Peryment and Slift prince Informed bon

Payment Method:

Payment Method:

Account Number: 1000253673

P.O. Number: SA ID: GSA Funding: Order Confirmation Contact (#28)

Contact Name:Rosie Moncivais Email:romoncivais@webbcountytx.gov

eBilling Contact

Contact

Name

APINVOICES@WEBBCOUNTYTX.GOV APINVOICES@WEBBCOUNTYTX.GOV Email apinvoices@webbcountytx.gov

 Account Contacts

 Contact Name
 Email Address
 Customer Type Description

 JOE
 PENA
 jopena@webbcountytx.gov
 CLEAR PRIMARY CONT

 JOE
 PENA
 jopena@webbcountytx.gov
 EML PSWD CONTACT

IP Address Information					
To IP Address	From IP Address	To IP Address1	From IP Address1	To IP Address2	From IP Address2
000.000.000.000	000.000.000.000				

100 At 10 10 10 10 10 10 10 10 10 10 10 10 10		Persed Products
Sub Material	Quantity	Active Subscription to be Lapsed
41859364	1	CLEAR Government Investigations Advanced



## Addendum to West Order Form - Order ID: Q-00229081

Subscriber: County of	of Webb for the Webb County S	Sheriff Department
Account #: 1000253		•

- A. Effect of Addendum. The West Order Form, the underlying General Terms and Conditions and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
- **B.** Modification to Agreement: The following is added to the Agreement:
- 1. Subscriber intends to remit to West all payments for the full term of the license if funds are legally available. In the event Subscriber is not granted an appropriation of funds at any time during the term for the funds and funds are not otherwise available to Subscriber to pay West payments due and to become due under this Agreement, and there is no legal procedure or available funds by or with payment can be made to West, and the non-appropriation did not result from a failure to act or omission of Subscriber, Subscriber shall have the right to terminate the order form as prescribed in the Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Subscriber, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Subscriber fiscal period, Subscriber's auditor or legal counsel shall certify in writing that (1) funds have not been appropriated for the fiscal period and (2) such non-appropriation did not result from any failure to act or omission by Subscriber. If Subscriber terminates this Agreement because of non-appropriation of funds, Subscriber shall not purchase services performing the same function as, or functions taking the place of those performed by the equipment and/or service provided.
- 2. Subscriber agrees to the charged as stated in the Agreement, however, all references to any remedial payments or any additional charges, including all references wherever found to collection of expenses, attorney fees, and court costs are hereby deleted in the Agreement.
- 3. This Agreement shall be for a term of 36 months. Any term provision to the contrary in the standard form Agreement, including to but not limited to any automatic renewal provision, is hereby deleted.
- 4. West and Subscriber agree that in the unlikely event of a dispute regarding Thomson Reuters Order Form Order ID: Q-00229081 and/or its Terms and Conditions then jurisdiction and venue shall lie in Webb County, Texas and shall be limited to Texas State District Court.

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form.

West Publishing Corporation	Subscriber Signed:
Accepted by:	Name (please print) Tano E. Tijerina
Title:	Webb County Judge Title:
Date:	Date:

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form.

West Publishing Corporation	Subscriber
Calle Hocht	Signed:
Accepted by: Cluck Hounsten	Name (please print) Tano E. Tijerina
Title: SR GAM CONSULLET	Name (please print) Tano E. Tijerina Webb County Judge Title:
Date: 9/13/2018	Date:

ATTESTED:

Margie Ramirez-Ibarra Webb County Clerk SSIONERS COLUMN COUNTY TEASTHER

APPROVED AS TO FORM:

Jorge L. Treviño

Webb County Civil Legal Division Attorney\*

\*By law, this 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).

<u>Passed and approved by the Webb County Commissioners Court On May 29, 2018; item no. 7e .</u>

MARGIE R. IBARRA COUNTY CLERK FILED

2018 NOV 16 PM 3:53

WEBBICOUNT TEXAS