



THOMSON REUTERS™

Order Form**Order ID: Q-00258462**

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO Box 305

FRANKLIN
TN, 37065-0305 US

Shipping Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO Box 305

FRANKLIN
TN, 37065-0305 US

Billing Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO Box 305

FRANKLIN
TN, 37065-0305 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", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$946.01	36	2%

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 "I") 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: Your subscription will change to a month-to-month status at the end of the Minimum Term, and 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 60 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 month-to-month subscription by sending at least 30 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. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 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 month-to-month subscription by sending at least 30 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.

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.

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 authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print 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 and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. 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

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00258462

Addendum to West Order Form-Order ID: Q-00258462 is incorporated herein.

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 8/28/2018.

AUTHORIZED WEST REPRESENTATIVE
 Signature: *Chuck Hamster*
 Printed Name: Chuck Hamster
 Title: SR State Counselor
 Date: 7/13/2018
Law Dept. approved (S) 07-12-18

 THOMSON REUTERS™	<h2>Attachment</h2>	<h2>Order ID: Q-00258462</h2>
	Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.	

Order ID: Q-00258462

Payment, Shipping, and Contact Information

Payment Method:
 Payment Method: Bill to Account
 Account Number: 1000126914
Order Confirmation Contact (#28)
 Contact Name: Shauna Billingsley
 Email: shauna.billingsley@franklintn.gov
Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000126914	FRANKLIN CITY ATTORNEY	FRANKLIN TN, 37065-0305	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
2	Attorneys	42077751	Gvt National Primary Core
2	Attorneys	42077755	Gvt Analytical Plus for Government
2	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
2	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
2	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
2	Attorneys	42018822	Gvt Case Notebook Suite (Westlaw PRO™)

Account Contacts			
Contact Name		Email Address	Customer Type Description
Ellen	Hansen	ellen.hansen@franklintn.gov	TECHNICAL CONTACT
ELLEN	HANSEN	ellen.hansen@franklintn.gov	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40988668	Government Select Level 2 States (WestlawNext™)

GENERAL TERMS AND CONDITIONS



THOMSON REUTERS

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. “We”, “our”, “Thomson Reuters” and “Thomson Reuters Legal” means West Publishing Corporation and our affiliates; “you” and “your” means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) 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).

(h) 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 these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like 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 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 caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. To the extent permitted by law (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

11. Force Majeure. Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.



Addendum to West Order Form - Order ID: Q-00258462

Subscriber: FRANKLIN CITY ATTORNEY

Account #: 1000126914

1. **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 will 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 Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is 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.

2. **Modification to Order Form.** The following sections are not applicable to this Agreement:

- Automatic Renewal Term for Window Products
- Credit Verification

3. **Modification to Order Form.** The last sentence in the section entitled "Charges, Payment & Taxes is hereby deleted by this reference.

4. **Modification to Order Form.** The section entitled 'Applicable Law' is modified to read as follows:

"This Order Form will be interpreted under Tennessee state law. Any claim by one of us may be brought in the state or federal courts in Tennessee."

All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Accepted By Chuck Hamster
Title SR State Consultant
Date 7/13/2018

Subscriber
Signed _____
Name (please print) Dr. Ken Moore
Title Mayor
Date _____

Approved as to form: