

WEST ORDER FORM - CLEAR® SERVICES – TN SWC
CONTRACT #44079**THOMSON REUTERS**610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000**Check West account status below as applicable:**Rep Name & Number Todd Hawkins #0036075New ☒ (NACI Form attached)Existing with no changes ☐ Existing with changes ☐ (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?

☐ Yes If yes, please provide West account number _____
☐ NoAcct # 1003821888 Quote # _____ PO # _____ Date 3/28/2017Name/Subscriber City of Franklin Bill To Acct # 1003463996Order Confirmation Contact Name Will McCarvilleE-Mail will.mccarville@franklin.tn.govCLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Don ZelayaE-Mail dzelaya@franklin.tn.gov Telephone (615)550-6967CLEAR Primary Account Contact Name (general business contact) Don ZelayaE-Mail dzelaya@franklin.tn.gov Telephone (615)550-6967

*** R E Q U I R E D ***

I F N E E D E D

Permanent Address Change ☐ One-Time Ship To ☐ Additional Ship To ☐ Additional Bill To ☐

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

CLEAR Fixed Rate

Full Svc #	CLEAR Products	# of Users/Alerts/Seats at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges
41882302	CLEAR for Law Enf Plus	150	\$1,056		50%	\$528.00
41913616	CLEAR Gov Arrest Gateway	3	\$225		0%	\$225.00

Notes:TN MSA option #6 - customized flat rate plan
see multiyear addendum**Total Monthly Charges \$** 753.00

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"). Monthly Charges apply regardless of Subscriber's actual use. 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. Any additional users added to any existing Per User product licensed by Subscriber shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Internal Use Only

TNMS

	CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). CLEAR charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the Subscriber Agreement. During the Minimum Term and thereafter (including any Renewal Term) CLEAR charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement.

_____ Subscriber's Initials for longer Minimum Term. Please check: ____ 24 or ____ 36 month Minimum Term.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR Windows	
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Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window

Notes:

CLEAR Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber shall guarantee minimum Monthly CLEAR charges as set forth above ("Monthly Charges") regardless of Subscriber's actual usage. All CLEAR charges shall be waived for Subscriber's actual usage in excess of the Monthly Charges through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. CLEAR charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. 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. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Charges or Monthly Window for such month.

	Subscriber Certification Section	
	Required for all accounts that interact with, manage or house inmates or detainees.	

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

- _____ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.
- _____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.
- _____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not 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 Subscriber Agreement.
- _____ **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:
 - In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
 - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
 - No access shall be outsourced or otherwise provided to third parties.
 - Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided		
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> 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. <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p> <p>Subscriber's Internet Service Provider Name _____</p> <p>Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>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.</p> <p>Subscriber initials if Subscriber requests that roaming access be blocked. _____</p> <p>If you do not know your company's external IP address(s), try the following:</p> <ol style="list-style-type: none"> Contact your network administration, firewall or security team Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address) <p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) <u>Don Zelaya</u></p> <p>Telephone <u>(615)550-6967</u></p> <p>E-Mail <u>dzelaya@franklin.tn.gov</u></p>		REQUIRED
<p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) <u>Don Zelaya</u></p> <p>Telephone <u>(615)550-6967</u></p> <p>E-Mail <u>dzelaya@franklin.tn.gov</u></p>		IF APPLICABLE

	CLEAR Users, My Account Administrator and Authorized QuickView+ User	
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Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key

IN = Investigator	SV = Supervisor
AD = Administrator	TC = Technical
AN = Analyst	

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name Zelaya **First Name** Don **E-Mail** dzelaya@franklin.tn.gov
(Required)

Subscriber shall authorize which CLEAR user(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name _____ **First Name** _____ **E-Mail** _____

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CLEAR Window Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees. *Current Monthly Charges and the Monthly Window is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.	

Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

	Additional Terms
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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.

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-ROM/DVD 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, West 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.

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.

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. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

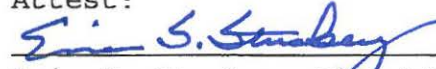
Usage Cap for Fixed Rate Only. In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, West may, at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations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

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	


The Research Subscriber Agreement, the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-clear>) is/are hereby incorporated by reference and made part of this Order Form. 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 Form, the terms and conditions of this Order Form shall control. This Order Form is subject to the terms and conditions of the TN SWC Contract #44079 ("Contract"). In the event of any conflict between the terms and conditions of the Order Form and the Contract, the terms and conditions of the Contract shall govern. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Contract, Subscriber Agreement, Schedule A, and this Order Form.

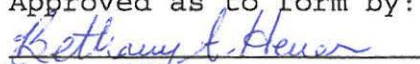
AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____
 Title _____
 Date _____
 Signature ☒ _____

Attest:

 Eric S. Stuckey, City Administrator
 Date: 4-26-17

For Credit Card Transactions only:	Visa _____ Master Card _____ Am Ex _____ Total Amt. to Charge _____ Card # _____ Expir. Date _____ for this Order _____
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.	

AUTHORIZED WEST REPRESENTATIVE
 Signature: 
 Printed Name: Linda Burton
 Title: SSCM
 Date: 4-11-17

Approved as to form by:

 Bethany A. Heuer



THOMSON REUTERS

Addendum to West Order Form - TN SWC Contract #44079**Subscriber:** City of Franklin**Account #:** 1003821888**Date of Order Form:** 3/28/2017

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the West Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form.** The following new order or renewal terms are incorporated as follows:

Subscriber's Initials for New Order or Renewal Term (please select):

 Subscriber's Initials for 12 Month Renewal Term* Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be % more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term.


ES **Subscriber's Initials for 24 Month Renewal Term*** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be 3 % more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be 3 % more than the Monthly Charges for the first additional 12 months.

 Subscriber's Initials for 36 Month Renewal Term* Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be % more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be % more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be % more than the Monthly Charges for the second additional 12 months.


* Effective at the end of the Minimum Term or current Renewal Term. In no event shall the renewal term exceed the Contract term end date of October 28, 2019.

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 Order Form.

West, a Thomson Reuters business


 Accepted by: Linda Burton
 Title: SSC MC
 Date: 4-11-17

Subscriber

Signed: 
 Name (please print): Eric Stuckey
 Title: City Administrator
 Date: 4-26-2017