

WEST ORDER FORM -ProFlex
for CLEAR Subscribers - Fixed Rate
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Carreras/0010916</u>	
New <input type="checkbox"/> (NACI Form attached)		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Existing with no changes <input checked="" type="checkbox"/>			
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct #	<u>1004123610</u>	Quote #	PO #
Name/Subscriber <u>Coconut Creek Police Department</u>		Date <u>5/17/2017</u>	
Order Confirmation Contact Name <u>Lt. R. Chris Markland</u>		Bill To Acct # _____	
E-Mail <u>rmarkland@coconutcreek.net</u>			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) <u>Scott Slavin</u>			
E-Mail <u>sslavin@coconutcreek.net</u>		Telephone <u>954-798-1155</u>	
CLEAR Primary Account Contact Name (general business contact) <u>Lt. R. Chris Markland</u>			
E-Mail <u>rmarkland@coconutcreek.net</u>		Telephone <u>954-973-6775</u>	
MSA Jurisdiction _____		Contract # _____ Option # _____	

**** REQUIRED ****

Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>		Additional Ship To <input type="checkbox"/>		Additional Bill To <input type="checkbox"/>	
Name _____				Attn: _____			
Address _____				Suite/Floor _____			
City _____		State _____		County _____		Zip _____	

IF NEEDED

CLEAR ProFlex Fixed Rate

Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Banded		Total Monthly Charges
			Rate	Other	
41308780	CLEAR ProFlex	125			\$2,766.00

Notes:

Total Monthly Charges \$ 2,766.00

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for a Minimum Term of 12 complete calendar months. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialled separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR 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 gateways 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.

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 then-current 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.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

Initial below for a longer Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

 _____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 3 % over the first 12 months; Monthly Charges for the third 12 months will be 3 % over the second 12 months.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. 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 Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	Enterprise Law Enforcement Subscribers	
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You certify that you have up to _____ sworn officers in your employ at the location identified above and all locations listed on the ProFlex Addendum/Attachment. Our pricing 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.


	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.

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and 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 Subscriber's responsibility to control access to the Internet.

 _____ **Subscriber's Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.

 _____ **Subscriber's Initials.** 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's Initials.** Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Subscriber's approved 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 is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

	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

Subscriber's Internet Service Provider Name Level 3 Communications

Provide IP Address(es) or IP Address Range(s) below

REQUIRED

Additional page(s) may be attached if needed

Beginning IP Address	<u>66.55.7.34</u>	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ **Initial here** if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> 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)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) Rick Kershaw (IT Manager)

Telephone 954-956-1510

E-Mail rkershaw@coconutcreek.net

IF APPLICABLE

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name Slavin First Name Sgt. Scott E-Mail 954-798-1155
 (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name Slavin First Name Sgt. Scott E-mail sslavin@coconutcreek.net

CLEAR ProFlex Fixed Rate Renewals
 Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #

CLEAR ProFlex Products

Current Monthly Charges*

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR 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 gateways 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.

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 then-current 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.

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 then-current 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.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

Post Renewal Term for Government Subscribers. Your subscription will change to a month-to-month status at the end of the Renewal 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 Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location
41011056	CLEAR	1004123610
41248445	Real Time Incarceration	1004123610

Miscellaneous		

1. 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 will pay our collection costs including attorneys' fees.

2. 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.

3. 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 <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. 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.

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

5. Returns and Refunds. You may return a print or CD-ROM 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.

6. 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 customer, United States federal law will apply and any claim may be brought in any federal court.

7. **General Terms and Conditions**, are located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> and apply to all products ordered, purchased or licensed on this Order Form except print. 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.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Mary C. Blasi

Title City Manager

Date _____

Signature X

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

Attest:

Leslie Wallace May, City Clerk

Approved as to legal form and sufficiency:

Terrill C. Pyburn, City Attorney

Clear Users

Name	Email Address	Unit/Rank	Clear Type
Barreto, Joe	JBarreto@coconutcreek.net	Detective	Clear Investigator
McKinney, John	JMcKinney@coconutcreek.net	Detective	Clear Investigator
Corey, Clint	CCorey@coconutcreek.net	Detective	Clear Investigator
Dingus, James	JDingus@coconutcreek.net	Patrol Sgt	Clear Investigator
Fuentes, Frank	FFuentes@coconutcreek.net	Detective Sgt	Clear Investigator
Hall, Roger	RHall@coconutcreek.net	Detective	Clear Investigator
Hofer, Angela	AHofer@coconutcreek.net	Detective	Clear Investigator
James, Steven	SJames@coconutcreek.net	Detective	Clear Investigator
Kriplean, Jenna	JKriplean@coconutcreek.net	Detective	Clear Investigator
Lombardo, Joseph	JLombardo@coconutcreek.net	Detective	Clear Investigator
Meroth, Anthony	AMeroth@coconutcreek.net	Traffic	Clear Investigator
Mullin, Brian	BMullin@coconutcreek.net	Detective	Clear Investigator
Nabut-Dee, Marta	MNabut-Dee@coconutcreek.net	Crime Analyst	Clear Investigator
Noordeloos, Daniel	DNoordeloos@coconutcreek.net	Detective Sgt	Clear Investigator
Papa, Dominic	DPapa@coconutcreek.net	Detective Cpl	Clear Investigator
Perez, Marilyn	MPerez@coconutcreek.net	Detective	Clear Investigator
Saldana, Obed	OSaldana@coconutcreek.net	Detective	Clear Investigator
Scates, Larry	LScates@coconutcreek.net	Detective	Clear Investigator
Scott, Kevin	KScott@coconutcreek.net	Detective	Clear Investigator
Valade, Kevin	KValade@coconutcreek.net	Patrol Sgt	Clear Investigator
Markland, R. (Chris)	RMarkland@coconutcreek.net	Detective Lt.	Administrator
Slavin, Scott	SSlavin@coconutcreek.net	Support Sgt	Administrator