

ITEM # 18-0447



THOMSON REUTERS™

Order Form**Order ID:Q-00186549**

Contact your representative keith.schultz@thomsonreuters.com with any questions.
Thank you.

Subscriber Information**Account Address**

Account #: 1003484887
SANTA FE POLICE DEPT
TEMP ACCESS CLEAR
2515 CAMINO ENTRADA
SANTA FE
NM, 87507-4808
US

Shipping Address

Account #: 1003484887
SANTA FE POLICE DEPT
TEMP ACCESS CLEAR
2515 CAMINO ENTRADA
SANTA FE
NM, 87507-4808
US

Billing Address

Account #: 1003484887
SANTA FE POLICE DEPT
TEMP ACCESS CLEAR
2515 CAMINO ENTRADA
SANTA FE
NM, 87507-4808
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

ProFlex Products
 See Attachment for details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
41308780	CLEAR PROFLEX	1	\$696.00	36	3%

Post Minimum Terms

For NON-ProFlex Online/Practice Solutions/Software 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 retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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

Post Renewal Term for 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.

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.

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 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.

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 is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. 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 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.

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 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

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.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

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.

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.

Signature for Order ID: Q-00186549

ACKNOWLEDGEMENT

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.

See Attached (page 6)

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 5/11/2018 CT.



THOMSON REUTERS™

Attachment

Contact your representative keith.schultz@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00186549

Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1003484887

Order Confirmation Contact (#28)

Contact Name: Robert Vasquez

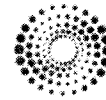
Email: rvasquez@santafenm.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003484887	SANTA FE POLICE DEPT	2515 CAMINO ENTRADA SANTA FE NM, 87507-4808	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
5	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
2	Seats	41913616	CLEAR Government Arrest Gateway Pro Addon
1,000	Alerts	42019395	ENCLR PRO ALERT PREMIUM BAND ADD

Online Contact Information			
User		Email Address	Contact Description
ROBERT	VASQUEZ	rvasquez@santafenm.gov	CLEAR PRIMARY CONT
ROBERT	VASQUEZ	rvasquez@santafenm.gov	EML PSWD CONTACT

IP Address					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.00.000.001					



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number: 1003484887

Full Legal Name/Entity: SANTA FE POLICE DEPT

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. § 1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.

DATA USE INFORMATION

Describe your type of business:

Municipality Police Department

Describe why you need access to sensitive unmasked data:

Criminal investigation purposes.**CLEAR SUBSCRIBERS:** All Users will be granted access to the same type of sensitive personal information:

- ☒ **ADD** to all Users on the main account listed above (including all account locations)
- ☐ **REMOVE** from all Users on the account listed above

WESTLAW SUBSCRIBERS: Please list the individual users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	ADD	REMOVE
ABBO	CHRISTOPHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SALAZAR	CASEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MILES	JOHN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VARELA	CIPRIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RAMIREZ	ERIK	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to **deny** or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:Print Name: See Attached (page 6)

Title: _____

Date: _____

Signature: _____

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 09/17/2018

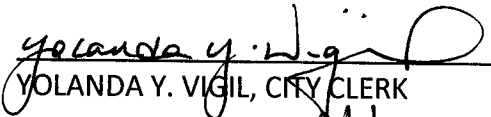
CONTRACTOR:


NAME & TITLE


DATE: 4-25-18

CRS# N/A Software online
BRN# N/A Software online

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 3/12
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4-11-18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

22210.530710