

## **Order Form**

## Order ID:Q-00986087

Contact your representative  $\underline{ryan.galvin@thomsonreuters.com}$  with any questions. Thank you.

#### **Subscriber Information**

**Account Address** 

Account #:

The Texas A&M University System
200 DISCOVERY DR, 4254 TAMU
COLLEGE STATION TX 77843-0001

**Shipping Address** 

Account #:

The Texas A&M University System 200 DISCOVERY DR, 4254 TAMU COLLEGE STATION TX 77843-0001 US **Billing Address** 

Account #:

The Texas A&M University System
200 DISCOVERY DR, 4254 TAMU
COLLEGE STATION, TX 77843-0001 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	\$800.00	36	5%

ProFlex Bridge Products							
Service Material	Product	Quantity	Bridge Term (Months)	Bridge Monthly Charges			
41308780	CLEAR PROFLEX	1	1	\$0.00			

#### **Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

#### **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.

#### **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.

**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 "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written 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.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**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, 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-governmental 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.

**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.

The 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 General Terms and Conditions for Federal Subscribers are 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 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.

**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 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.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <a href="http://legalsolutions.com/schedule-a-clear">http://legalsolutions.com/schedule-a-clear</a>.

**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 user 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.

#### . 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 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 60 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-00986087

#### ACKNOWLEDGEMENT Q-00986087

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.

DocuSigned by:  Jeff Eimmermann	Director, Procurement & Business Services
Signature of Authorized Representative for order	Title
Jeff Zimmermann	2/26/2021   10:43:47 CST
Printed Name	Date

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This Order Form will expire and will not be accepted after 2/13/2021 CT.



## **Attachment**

# Order ID:Q-00986087

 $Contact \ your \ representative \ \underline{ryan.galvin@thomsonreuters.com} \ with \ any \ questions. \ Thank \ you.$ 

Order ID: Q-00986087

### **Payment and Shipping Information**

**Payment Method:** 

Payment Method: Bill to Account

Account Number:

SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28) Contact Name:Schroeder, Lauren Email:clschroeder@tamus.edu

ProFlex Multiple Location Details				
Account Number	Account Name	Account Address	Action	
	The Town A C-M	200 DISCOVERY DR, 4254 TAMU		
	The Texas A&M	COLLEGE STATION	New	
	University System	TX 77843-0001 US		

ProFlex Product Details						
Quantity Unit Service Material # Description						
5	Seats	41448992	CLEAR for Government Fraud			
300	Alerts	41343547	CLEAR Alerting Pro Addon			
5	Seats	41557339	CLEAR Worldcheck Pro Addon			

Account Contacts						
Contact Name		Email Address	<b>Customer Type Description</b>			
Lauren	Schroeder	clschroeder@tamus.edu	CLEAR PRIMARY CONT			
Lauren	Schroeder	clschroeder@tamus.edu	EML PSWD CONTACT			

IP Address Information						
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address	
111.111.111.111	111.111.111.111					

Agreed

No

Subscriber Information Account Number (if applicable)				_		
Full Legal Name/Entity The Texas A&M University System						
Business Unit/Dept/Agency Cybersecurity Center				_		
The applicant's address below is (please check one):           Image: Comparity of the applicant's address below is (please check one):       Image: Comparity of the applicant of	home-b	ased bu	siness)	_		
Street Address 200 DISCOVERY DRIVE, 4254 TAMU				_		
City COLLEGE STATION Country (if not US) US				_		
State TX Zip 77843-0001				_		
Main Organization Telephone 979.458.6094 Location/Contact/Ext Telephone						
Cell Phone (if no land line available) Email Addressrso@tamus.edu						
Website https://rso.tamus.edu/ ☐ Check here if no website a	availabl	e		RE Q		
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:  • 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: 10.00.0 - 10.255.255.555, 127.0.0.0 - 127.255.255.555, 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.  • If you do not know your External IP address(es), try the following:  • 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)  Internet Service Provider Name:  IP Address:    IP Address:						
ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT	ACCE	SS I IM	ITFD			
SUBSCRIBER INFORMATION	TICOL.	<u> </u>	<u> </u>			
Select Type of Government Select Type of Academic Institution						
☐ US – Federal ☐ Privately Funded Academic Institution	tution (	non-gov	ernment f	unded)		
☐ US – State ☐ Government Funded Academic In	nstitutio	on				
<b>⊠</b> US – Local						
Tribal Government  (Please describe)						
Other Government:						
(Please describe)						
DATA USE INFORMATION						
Do your end users have arrest powers?	X	No		Yes		
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	×	No		Yes		
Will you have end users at any location other than listed above?  — If yes, please attach a completed Addendum to Account Validation and Certification Form — Multiple Locations.	×	No		Yes		
Are you requesting "unmasked data" or full display of full Security Numbers, full Date of Birth and/or Driver's License information?  — If yes, please attach a completed Addendum to Account Validation and Certification Form — Unmasked Data Request	×	No		Yes		
Will you be using the product, in whole or part, for any consumer-initiated application in order to determine and individual's eligibility for employment, credit, housing, insurance for personal, family, household or government benefit-related purposes?	×	No		Yes		

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-

Check Privacy Statement located at, https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html.

occusign Envelope ID: 41A2472B-C06C-408F-92E6-15E9EB9E70F4							
Describe in detail your purpose/use case for using this product:							



Thomson Reuters CLEAR will be utilized in personnel security vetting conducted by the System RSO. Such vetting functions include but are not limited to support for the University Consortium for Applied Hypersonics.

Docusign E	Envelope ID: 41A2472B-C06C-408F-92E6-15E9EB9E70F4						
	PERMISSIBLE USE SELECTIONS						
Your use of	le Use under Gramm Leach Bliley Act of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). I issible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.	n order to acce	ess this data,	you must i	indicate		
	You certify there is no permissible use.						
	For use by a person holding a legal or beneficial interest relating to the consumer.						
	For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.						
	For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.						
	For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons	s by federal, sta	ate, or local	authorities.			
	For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.						
×	For use by any Law Enforcement Agency, self-regulatory organizations or for an investigation on a matter related	to public safety	y.				
	To persons acting in a fiduciary or representative capacity on behalf of the consumer.						
	For required institutional risk control or for resolving consumer disputes or inquiries.						
	With the consent or at the direction of the consumer.						
Your use of	le Use under Drivers Privacy Protection Act of certain driver's record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et secour permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.	q.). In order to	access this d	lata, you m	iust		
	You certify there is no permissible use.						
X	For official use by a Court, Law Enforcement Agency or other Government agency.						
	To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or reco	over a debt; sk	ip tracing.				
	For use in connection with a civil, criminal or arbitral legal proceeding or legal research.						
	For use in connection with an insurance claims investigation or insurance antifraud activities.						
	NEXT STEPS						
<ul> <li>The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.</li> <li>The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.</li> <li>The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.</li> </ul>							
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• The confidence of the confid	rinspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to be fidential.  To onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and go remation provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos ument your physical location as well as security measures and safeguards. At the time of the inspection, it is important wering pertinent questions to meet with the inspector.  Telephone Number: 979-255-5140  Email: shenans@tamus.edu  Temail: shenans@tamus.edu  Mame  Account Number  Approximately when was the onsite	ather observation of the premise t that you assign	Reuters date ons intended es, internal a gn an individ	a safe and d to validat nd external dual(s) capa	te the l, to able of		

By signing below, you certify that:

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Director, Procurement & Business Services

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