



Order Form

Order ID:Q-00413303

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Account Address

Account #:
Hidalgo County District Attorney
100 E CANO ST
EDINBURG TX 78539-4582 US

Shipping Address

Account #:
Hidalgo County District Attorney
100 E CANO ST
EDINBURG TX 78539-4582 US

Billing Address

Account #:
Hidalgo County District Attorney
100 E CANO ST
EDINBURG, TX 78539-4582 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	\$670.00	36	5%

ProFlex Bridge Products

Service Material	Product	Quantity	Bridge Term (Months)	Bridge Monthly Charges
41308780	CLEAR PROFLEX	1	3	\$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, 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.

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 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 your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. 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.

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.

Vendor no. 41548

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.

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.

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

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-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.

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.

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 <http://legalsolutions.com/schedule-a-clear>.

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 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 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-00413303

ACKNOWLEDGEMENT Q-00413303

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.

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 7/8/2019 CT.



THOMSON REUTERS

Attachment

Order ID: Q-00413303

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00413303

Payment and Shipping Information

Payment Method:
Payment Method: Bill to Account
Account Number:

Order Confirmation Contact (#28)
Contact Name: Rosalinda Cantu
Email: rosalinda.cantu@da.co.hidalgo.tx.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
	Hidalgo County District Attorney	100 E CANO ST EDINBURG TX 78539-4582 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
6	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
6	Seats	41913616	CLEAR Government Arrest Gateway Pro Addon
50	Alerts	42019395	ENCLR PRO ALERT PREMIUM BAND ADD

Account Contacts

Contact Name	Email Address	Customer Type Description
Rosalinda Cantu	rosalinda.cantu@da.co.hidalgo.tx.us	CLEAR PRIMARY CONT
Rosalinda Cantu	rosalinda.cantu@da.co.hidalgo.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					



Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us>

Re: CLEAR Agreement - DA's Office

1 message

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
To: Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us>
Cc: "Cantu, Rosalinda" <rosalinda.cantu@da.co.hidalgo.tx.us>

Wed, May 29, 2019 at 8:52 AM

It looks fine.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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On Wed, May 29, 2019 at 8:43 AM Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us> wrote:
Good morning Josie,

Please review and approve as to form of the attached agreement. Thank you.

Respectfully,

Obdett Z. Calzada

Projects Coordinator
Office of the Criminal District Attorney

5/31/2019

DA Office of Hidalgo Texas Mail - Re: CLEAR Agreement - DA's Office

Ricardo Rodriguez, Jr.
Hidalgo County, Texas
100 East Cano Street
Edinburg, TX 78539
(956) 292-7604, Ext. 8086
(956) 318-2078, Fax
obdett.calzada@da.co.hidalgo.tx.us

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Requisition

Req # 00395077

PO #

Date: 05/31/19

Bill To:

Vendor: 41548
 WEST PUBLISHING CORPORATION
 THOMSON REUTERS
WEST PAYMENT CENTER
P.O. BOX 6292
 CAROL STREAM IL 60197-6292

Ship To: Hidalgo County District Attorney
 100 East Cano
 Edinburg Tx 78539

Contact: OBDETT CALZADA
 956-292-7604

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	PRODUCT- CLEAR PROFLEX FOR INVESTIGATORS (RESEARCH SERVICES) ORDER ID: Q-00413303 INCREASE AFTER THE FIRST YEAR OF SERVICE WILL BE OF 5% DO NOT DUPLICATE ORDER	.00	.00
3.00	DEAL	BRIDGE TERM, SERVICE MATERIAL NUMBER- 41308780 (PRODUCT- CLEAR PROFLEX) 3 MONTHS FREE OF CHARGE FOR THE MONTHS OF JULY, AUGUST AND SEPTEMBER. SERVICE MATERIAL NUMBER- 41308780 (PRODUCT- CLEAR PROFLEX) MONTHS TO COVER WILL BE OCTOBER, NOVEMBER AND DECEMBER @ 670.00 PER MONTH FOR 6 USERS.	670.00	2,010.00
		<u>Account No</u> 9-1100-412-00-080-002-0-340	<u>Encumbrance</u> 2,010.00	
			Freight	.00
			Total	2,010.00

Authorized By: _____

Re: DA's Office- Request for new Thomson Reuters (CLEAR) Agreement to be placed on agenda

From : Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us> Fri, May 31, 2019 02:48 PM
Subject : Re: DA's Office- Request for new Thomson Reuters (CLEAR) Agreement to be placed on agenda
To : dina trevino <dina.trevino@co.hidalgo.tx.us>
Cc : betsy roque <betsy.roque@co.hidalgo.tx.us>, rosalinda cantu <rosalinda.cantu@da.co.hidalgo.tx.us>, Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>, hector garcia1 <hector.garcia1@co.hidalgo.tx.us>

Ms. Dina,

Please see email response from Government CLEAR Specialist in regards to form 1295. Thank you.

Have a great weekend.

Obdett Z. Calzada

Projects Coordinator
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

Hidalgo County, Texas

100 East Cano Street

Edinburg, TX 78539

(956) 292-7604, Ext. 8086

(956) 318-2078, Fax

obdett.calzada@da.co.hidalgo.tx.us

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----- Forwarded message -----

From: **Keene, Kyle (Government)** <kyle.keene@thomsonreuters.com>

Date: Fri, May 31, 2019 at 1:51 PM

Subject: RE: CLEAR Agreement

To: Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us>

Hi Ms. Calzada,

I recently worked through this while working through then renewal for the Hidalgo County Sheriff's Office. We do not complete this form because it is no longer required. A revision to the law went into effect as of January 1st, 2018, which made publicly traded companies exempt from this requirement.

"As of Jan 1, 2018, West no longer needs to complete Form 1295 as West qualifies for an exemption under TX Government Code Sec. 2252.908 (c)(4)."

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.