	Thomson	Reuters
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Order ID:Q-09724937

Contact your representative <u>tom.sinclair@thomsonreuters.com</u> with any questions. Thank you.

Subscriber Information							
Sold To Account Address	Shipping Address	Billing Address					
Account #: 1003463726	Account #: 1003463726	Account #: 1003463726					
OCALA POLICE DEPT	OCALA POLICE DEPT	OCALA POLICE DEPT					
MICHAEL BALKEN DEPUTY CHIEF	MICHAEL BALKEN DEPUTY CHIEF	MICHAEL BALKEN DEPUTY CHIEF					
402 S PINE AVE	402 S PINE AVE	402 S PINE AVE					
OCALA FL 34471-1174 US	OCALA FL 34471-1174 US	OCALA, FL 34471-1174 US					
"Customer"							

Order Form

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <u>https://www.tr.com/trorderinginfo</u>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <u>http://tr.com/federal-general-terms-and-conditions</u> apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<u>http://tr.com/us-general-terms-and-conditions</u>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details					
Material #	Product	Monthly Charges	Minimum Terms (Months)		
41308780	CLEAR Proflex	\$4,001.08	12		

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

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 we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: <u>http://tr.com/federal-product-specific-terms</u>

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 shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

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.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

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.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

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 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.

CONTRACT# OPD/250050

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.

Signature for Order ID: Q-09724937

ACKNOWLEDGEMENT <u>Q-09724937</u>

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.

Peter In

Signature of Authorized Representative for order

Peter Lee

Printed Name

This Order Form will expire and will not be accepted after 8/1/2025 CT.

Authorized West Publishing Representative

Signature: _

Kom Join

Printed Name: Karen Scriven

Title: <u>Senior SCM Consultant</u> Date: April 16, 2025 4/16/2025

City Manager

Date

Title

Approved as to form and Legality:

William E. Septon

William E. Sexton, City Attorney

🔅 Thomson	Reuters™
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Attachment

Order ID:Q-09724937

Contact your representative <u>tom.sinclair@thomsonreuters.com</u> with any questions. Thank you.

Order ID: Q-09724937

Payment, Shipping and Contact Information

Payment Method: Payment Method: Bill to Account Account Number: 1003463726 This order is made pursuant to: Order Confirmation Contact (#28) Contact Name:Sasso, Joshua Email:jsasso@ocalapd.org

ProFlex Multiple Location Details					
Account Number	Account Name	Account Address	Action		
1003463726	OCALA POLICE DEPT	402 S PINE AVE OCALA FL 34471-1174 US	New		

ProFlex Product Details						
Quantity Unit Service Material #		Description				
1	Each	41308780	CLEAR Proflex			
200	Seats	41882302	CLEAR for Law Enforcement Plus			
200	Seats	42124048	ENCLR PRO Gov License Plate Recognition State Add			
100	Alerts	42019395	ENCLR PRO ALERT PREMIUM BAND ADD			
4	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat			

Account Contacts						
Contact	Name	Email Address	Customer Type Description			
Daniel	Del Visco	ddelvisco@ocalapd.gov	CLEAR PRIMARY CONT			
Daniel	Del Visco	ddelvisco@ocalapd.gov	EML PSWD CONTACT			

IP Address Information							
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address		
1.1.1.1							

Sub Material	Quantity	Active Subscription to be Lapsed
41308780	1	CLEAR Proflex
41882302	200	CLEAR for Law Enforcement Plus
42124048	200	ENCLR PRO Gov License Plate Recognition State Add
42019395	1	ENCLR PRO ALERT PREMIUM BAND ADD
41913616	2	CLEAR Criminal Justice Arrest Gateway PRO Add Seat

	Charges During Minimum Term									
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
				Charges	During Mir	imum Torm				

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing



Addendum to West Order Form – Modification Addendum to Order ID: Q-09724937

Subscriber: OCALA POLICE DEPT

Account #: 1003463726

- Effect of Addendum. The Order Form and its governing terms and conditions, (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
- 2. <u>Modification to the Order Form Post Minimum Terms</u>: The first paragraph is deleted in its entirety and replaced with the following:

"Notwithstanding anything to the contrary in the Order Form or otherwise, this Order Form and your subscription will not automatically renew at the end of the Minimum Term, at which time you will no longer receive subscription services. At the end of the Minimum Term, upon mutual agreement of the parties, the Agreement may be renewed for additional one (1) year Renewal Periods ("Renewal Period"). We will notify you of any change in the Monthly Charges at least 60 days before each Renewal Period starts. Renewal is accomplished by Thomson Reuters sending an invoice for the applicable license renewal fees and Customer paying the invoice. This Agreement may be terminated or cancelled by either party upon written notice to the other party provided at least thirty (30) days prior to the start of any Renewal Period. You are also responsible for all Excluded Charges."

All other terms and conditions of the Agreement will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation	Subscriber
Kom Jein	Signed
Accepted By Karen Scriven	Name (please print) Peter Lee
Title _Senior SCM Consultant	Title City Manager
Date April 16, 2025	Date 4/16/2025

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. West shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, West shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if West does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of West or keep and maintain public records required by the public agency to perform the service. If West transfers all public records to the public agency upon completion of the contract, West shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If West keeps and maintains public records upon completion of the contract, West shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF WEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; Email: <u>clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue,</u> <u>Ocala, FL 34471</u>. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to West without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds. City may cancel with at least 60 days written notice if City does not receive sufficient appropriation of funds. City 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. City will be invoiced for all charges incurred up to the effective date of the cancellation.

docusign

Certificate Of Completion

Envelope Id: 87C870AE-53D5-4729-ADD0-93177955A6D5 Subject: SIGNATURE - Clear Proflex Thomson Reuters Agreement (OPD/250050) Source Envelope: Document Pages: 7 Signatures: 3 Initials: 0 Certificate Pages: 2 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original 4/16/2025 3:23:52 PM Security Appliance Status: Connected Storage Appliance Status: Connected

Signer Events

William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via Docusign

Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)

pullrich@ocalafl.gov Pool: StateLocal Pool: City of Ocala - Procurement & Contracting

DocuSigned by: William E. Septon B07DCFC4E86E429.

Signature

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

DocuSigned by: Peter lu 5BB28E162F2E4C2...

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Sent: 4/16/2025 4:01:01 PM Viewed: 4/16/2025 4:31:54 PM Signed: 4/16/2025 4:32:13 PM

Electronic Record and Signature Disclosure: Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

IP Address: 216.255.240.104 Holder: Porsha Ullrich Location: DocuSign

Status: Completed

Envelope Originator:

City Hall, Third Floor

Ocala, FL 34471 pullrich@ocalafl.gov

110 SE Watula Avenue

Porsha Ullrich

Location: Docusign

Timestamp

Sent: 4/16/2025 3:35:37 PM Viewed: 4/16/2025 4:00:18 PM Signed: 4/16/2025 4:00:59 PM

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2025 3:35:38 PM
Certified Delivered	Security Checked	4/16/2025 4:31:54 PM
Signing Complete	Security Checked	4/16/2025 4:32:13 PM
Completed	Security Checked	4/16/2025 4:32:13 PM
Payment Events	Status	Timestamps