## Document A



## **Order Form**

## Order ID:Q-01431809

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

#### **Subscriber Information**

#### Sold To Account Address

Account #: 1005638352 Duluth Fire Dep. 602 West Second ST Duluth MN 55802 US

"Customer"

## **Shipping Address**

Account #: 1005638352 Duluth Fire Dep. 602 West Second ST Duluth MN 55802 US

### **Billing Address**

Account #: 1005638352 Duluth Fire Dep. 602 West Second ST Duluth, MN 55802 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

	Cle	ar Fixed Rate	/ Window l	Products		
Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41448992	CLEAR for Government Fraud	2	Seats	\$276.00	36	Subscription

#### **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 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. You are also responsible for all Excluded Charges as defined below.

#### **Post Minimum Terms**

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.

**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

**Thomson Reuters General Terms and Conditions,** apply to all products ordered including ebooks, 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>. 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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is 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.

**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.

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.

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.

**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 <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> 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.

**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.

**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.

**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 nonavailability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

#### Signature for Order ID: Q-01431809

Rebecca St.George City Attorney

### **ACKNOWLEDGEMENT Q-01431809**

	X Mayor	
Signature of Authorized Representative for order	Title	
Emily Larson	X	
Printed Name	Date	
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This Order Form will expire and will not be accepted af	© 2021 West, a Thomson Reuters business. Al	l rights reserved
	© 2021 West, a Thomson Reuters business. Al	l rights reserved
This Order Form will expire and will not be accepted af	© 2021 West, a Thomson Reuters business. Al	l rights reserved
This Order Form will expire and will not be accepted af Attest:  Chelsea Helmer City Clerk	© 2021 West, a Thomson Reuters business. Al	l rights reserved



# **Attachment**

# Order ID:Q-01431809

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

Order ID: Q-01431809

## **Payment, Shipping and Contact Information**

**Payment Method:** 

Payment Method: Bill to Account Account Number: 1005638352

Order Confirmation Contact (#28) Contact Name:Otis, Jonathon Email:jotis@duluthmn.gov

		Account Contacts	
Cont	act Name	Email Address	Customer Type Description
Jonathan	Otis	jotis@duluthmn.gov	CLEAR PRIMARY CONT
Jonathan	Otis	jotis@duluthmn.gov	EML PSWD CONTACT

		IP Addres	s Information		
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
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				Charges Du	ıring Mini	mum Term				
Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1- Yr2	Year 2 Monthly Charges	% Incr Yr2- Yr3	Year 3 Monthly Charges	% Incr Yr3- Yr4	Year 4 Monthly Charges	% Incr Yr4- Yr5	Year 5 Monthly Charges
41448992	CLEAR for Governmen t Fraud	\$276.00	5.00%	\$289.80	5.00 %	\$304.29	N/A	\$N/A	N/A	\$N/A

## **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.

W-4-000				
Subscriber Information Account Number (if applicable) 1005638352				
Full Legal Name/Entity Duluth Fire Dep.				_
Business Unit/Dept/Agency				_
The applicant's address below is (please check one):    a Commercial Location a Residence (i.e. a least one)	nome-b	ased busine	ess)	_
Street Address 602 West Second Street				
City Duluth Country (if not US) US				_
State         MN         Zip         55802				_
Main Organization Telephone 218-730-4394 Location/Contact/Ext Telephone				
Cell Phone (if no land line available) Email Address jotis@DuluthMN.gov				
Website https://duluthmn.gov/fire/ ☐ Check here if no website a	vailable	e		
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid Exange 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 networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.255.255.  • 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 multiple IP addresses, this tool will only detect one IP address)  Internet Service Provider Name:  IN Addresses	or specia 169.25	al use or pr 44.0.0 -	ivate	
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Beginning IP Address:  Ending IP Address:  Ending IP Address:				
Beginning IP Address: Ending IP Address:				
ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT.	ACCES	SS LIMITE	<u>ED</u>	
SUBSCRIBER INFORMATION				
Select Type of Government Select Type of Academic Institution				
☐ US – Federal ☐ Privately Funded Academic Instit	ution (r	non-govern	ment fu	inded)
☐ US – State ☐ Government Funded Academic Ir	stitutio	on		
✓ US – Local				
Tribal Government  (Please describe)				
Other Government:				
(Please describe)				
DATA USE INFORMATION				
Do your end users have arrest powers?		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)?	$\checkmark$	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?	$\checkmark$	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-	$   \sqrt{} $	Agreed		No

Check Privacy Statement located at, <a href="https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html">https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html</a>.

			l
To assist in conducting investigations by a Fire Dep. Describe in detail your purpose/use case for using this product:	artme	ent	

	PERMISSIBLE C	USE SELECTIONS	
	ramm Leach Bliley Act  ner data within the product is limited by the U.S. Gramm  ow. If you do not have a permissible use, you must select		er to access this data, you must indicate
☐ You certify the	here is no permissible use.	•	
· ·	person holding a legal or beneficial interest relating to the	he consumer.	
	mplying with federal, state, or local laws, rules, and other		
	cessary to effect, administer, or enforce a transaction re-		
	mplying with a properly authorized civil, criminal, or re		ederal, state, or local authorities.
	otect against or prevent actual or potential fraud, unauth	• • • • •	
/	ny Law Enforcement Agency, self-regulatory organization		olic safety.
•	cting in a fiduciary or representative capacity on behalf		•
_	institutional risk control or for resolving consumer disp		
_	sent or at the direction of the consumer.		
Your use of certain driver's indicate your permissible us	ivers Privacy Protection Act record and vehicle data is limited by the U.S. Drivers P se(s) below. If you do not have a permissible use, you m	Privacy Protection Act (18 U.S.C. §2721 et seq.). In nust select the "no permissible use" option.	order to access this data, you must
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For use in cor	nnection with an insurance claims investigation or insura		
	NEX	XT STEPS	
Reuters authorized ti enforcement agencie The inspector will se confidential. The onsite inspectio information provide document your phys	vided on this AVC form will be reviewed by our internative party. To coordinate the onsite inspection, the third party. To coordinate the onsite inspection, the third and federal and state government agencies are not request to verify, among other things, the physical, technical new will last approximately 30 minutes, during which timed on this AVC Form. In addition, as is customary in the ical location as well as security measures and safeguard questions to meet with the inspector.	I party will contact you directly to arrange a conven- quired to complete an onsite inspection.  I and/or administrative safeguards in place to keep The the inspector will ask certain questions and gather industry, the inspector will take a few photos of the	Thomson Reuters data safe and observations intended to validate the e premises, internal and external, to
Please provide the name a	and phone number of the person you would like us to	contact to schedule the required on-site inspecti Telephone Number: 218-730-4394	on (s).
Name Jonathan Oti	S	Email: jotis@DuluthMN.gov	
		jouo@bulaumin.gov	
Has Thomson Reuters	onsite inspected any of your locations in the las	st 6 months?	No
Account Name		Account Number	
If yes, approximately performed	when was the onsite	1	
	CER	TIFICATIONS	
By signing below, you certi	•	THE PERCHANCE ACTIVITY AND THE COLUMN	NUCE DODG NOT CONGRESS
YOU UNDERSTAND	THAT THOMSON REUTERS IS NOT A CONSU	JIVIEK KEPUKTING AGENCY AND THIS SER	AVICE DUES NOT CONSTITUTE A

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- YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to user their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in
  maintaining the confidentiality, security, and appropriate use of such information.

- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

## **AUTHORIZED REPRESENTATIVE:**

X	Print Name:	
X	Title:	
ζ	Date:	
X	Signature:	
1	provide it to your or email to west.	nent is completed and signed by an authorized representative, please r West Sales Consultant with a signed order or fax it to 866-294-1042 avtcredentials@thomson.com.  s subject to verification and approval by Thomson Reuters.



## Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information						
Account Number (mandatory):	1005638352					
Full Legal Name/Entity:	Duluth Fire Dep.					
West/Thomson Reuters seeks to lentities as allowed by U.S. Gramm DPPA) U.S. Bipartisan Budget Act truncated. In order to help ensur By completing the information an Date of Birth and/or Driver's Licer	n Leach Bliley Act (15 U.S.C. of 2013 (42 U.S.C. §1306 et e that access to unmasked s d signing below, you unders	§ 6821 et seq.) ( seq.), and other sensitive data is stand that you a r removed from	U.S. GLB), U.S. Drivers applicable laws. As a warranted, we limit acre requesting that unm	Privacy Protection general rule, sensitices to qualified aconsided or full displa	Act (18 U.S.C. §2 ive data in our pr counts only.	721 et seq.) (U. oducts is
Describe your type of business:	Fire Departmer					
Describe why access to 5B data is insufficient and why access to full DOB and SSN is required:	To assist in conducting i		y a Fire Department			
<u> </u>	sers on the main account listed a	sted above (incluabove	iding all account locati	(	and indicate if th	e access is to b
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