**Order No. 1**

**eCommerce Services**

This Order No. **1** (“**Order**”) is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“**Order Effective Date**”) between Weber County Sheriff’s Office ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“**Agreement**”) between the Parties.

# TERMS AND CONDITIONS. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

# DESCRIPTION OF SERVICES. Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency’s crash reports online and to distribute data extracted from the Reports via Provider’s eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.

# SCOPE OF SERVICES. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency’s technology capabilities, processes, and work-flow functionality:

3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency’s Reports.

* 1. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
	2. Provide Report distribution services as set forth in Section 5 of the Agreement.
	3. Notwithstanding Section 2.1(h) of the Agreement, Agency may provide access to Agency’s reports and information through command center to government employees with a need to know such information
	4. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency’s Reports by Participating Agencies and, in return, shall receive access to Participating Agencies’ Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
	5. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

|  |  |  |
| --- | --- | --- |
|  | 1. | No permissible use. |
| X | 2. | Use by a government agency, but only in carrying out its functions.  |

# TRAINING.

* 1. Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online ‘train-the-trainer’ training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The ‘train the trainer’ approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
	2. User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.
	3. On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of Agency staff,other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and travel expenses).

# TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months (“Initial Term”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“Renewal Term”) unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

# FEES. Pursuant to Section 4 of the Agreement, the Agency Fee is Fifteen Dollars and 00/100 ($15). There shall be no fee to Agency for the Services.

* 1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
4. When a fee is not charged to an Authorized Requestor for the Report.
	1. **Offset:**  At the Parties election, all Agency Fees accrued under this Order No. 1 shall be credited towards the fees owed to Provider for the provision of DORS (“**DORS Payments**”) under OrderNo. 2 executed between the Parties pursuant to the following provisions:

**a)** Beginning on the Order Effective Date, Agency authorizes Provider to retain all Agency Fees due to Agency (**Retained Fees**) from the sale of Reports under this Order No. 1 to be applied to **DORS Payments** under Order No. 2.

**b)** On a quarterly basis, Provider shall send Agency an invoice pursuant to the terms of the Agreement indicating the amount owed to Provider (**DORS Payments**) and the total amount of **Retained Fees** accrued hereunder for the applicable period. If the total amount of **Retained Fees** is insufficient to cover the **DORS Payments** due, such amount will be notated on the invoice. Agency shall pay the difference between the **Retained Fees** received and the total amount due to Provider (**DORS Payments**) within thirty (30) days of the invoice date.

**c)** If Provider has collected the sufficient **Retained Fees** to satisfy the **DORS Payments** for the subject quarter, Provider will electronically transfer to Agency’s designated account, Agency’s portion of the Agency Fees that are more than **DORS Payments** due.

 **d)** At any time, by notifying Provider in writing, Agency may elect to no longer have Provider retain Agency Fees. Upon such an election, termination or expiration of this Order No. 1, each Party shall be liable for payment to the other Party of all amounts due and payable through the effective date of such termination including Agency’s payment to Provider of the difference between the Retained Fees collected and the total DORS Payments due under Order No. 2.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

**IN WITNESS WHEREOF**, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Weber County Sheriff’s Office**  Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: William S. Madison

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Executive Vice President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_