

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-08)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-16-039	2. Date prepared: 4/27/2016
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**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other <b>ADDENDUM</b>

**FISCAL INFORMATION**

4. Account Number: 12090-10800,599104	5. Account Name: ADMINISTRATION
6. Total amount this action: \$5,854.55	7. New contract total: 5,854.55
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$5,854.55
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 5/1/2016	12. To (month, day, year): 4/30/2019
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications system  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-2B-14

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
IEDC Account Management is contracting with West Publishing for the legal online services which provide real time clear investigations data services. Its CLEAR Online software provides an easier fraud investigation records search experience that brings together key proprietary and public records into one intuitive, customizable environment. With this service, IEDC can review companies to ensure they are reputable prior to awarding contract, and then monitor for fraud.

38. Justification of vendor selection and determination of price reasonableness:  
The Contractor is Categorized under Data Base Information Retrieval. By engaging a 3 year service contract IEDC receives a better rate and protection of confidentiality of information.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Matthew R. Kimnick</i> Matthew R. Kimnick Economic Development Corporation c/o: email: mkimnick@iedc.in.gov, o-415 Date: 2016.04.28 09:16:56 -0400	41. Date Approved	42. Budget agency approval <i>AC</i>	43. Date Approved 5/2/16
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

**AGENCY INFORMATION**

14. Name of agency: Economic Development Corp	15. Requisition Number: 000006058
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

**AGENCY CONTACT INFORMATION**

17. Name: Georgia Chang	18. Telephone #: 317/232-8903
19. E-mail address: gchang@iedc.in.gov	

**COURIER INFORMATION**

20. Name: Joyce Weidner	21. Telephone #: 317.234.8003
22. E-mail address: joweidner@iedc.in.gov	

**VENDOR INFORMATION**

23. Vendor ID # 0000019192	24. Name: WEST PUBLISHING CORP	25. Telephone #: N/A
26. Address: WEST PUBLISHING CORP. 610 OPPERMAN DR EAGAN, MN 55123-1396		
27. E-mail address: n/a		
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %	
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran _____ %	
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



## ADDENDUM

This Addendum is entered into by and between the Indiana Economic Development Corporation (the "IEDC") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

**Contractor Name:**

West Publishing Corporation, a Thomson Reuters business

**Contractor Address:**

620 Opperman Dr.  
Eagan MN, 55123

**Title of Form Contract:**

Thomson Reuters Order Form (Clear Investigations Advanced)

1. **PURPOSE OF AGREEMENT.** The Contractor shall provide the services described in the Form Contract.
2. **TERM.**
  - (A) This Agreement shall commence on **May 1, 2016** and shall remain in effect through **April 30, 2019** or unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**"). All services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for services performed after the Expiration Date.
  - (B) This Agreement may be renewed under the same terms and conditions, subject to the approval of the parties and the State Budget Director. The term of the renewed Agreement may not be longer than the term of the original Agreement. All renewals and extensions must be in writing and signed by all parties.
  - (C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement, including but not limited to provisions for payment of amounts owed for work performed under the Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.
3. **CONSIDERATION.**

(A) Total remuneration under this Agreement shall not exceed **\$5,854.55** (the "Agreement Amount"), payable as follows:

- Year One – not to exceed \$1,748.75
  - May 1, 2016 to May 31, 2016 – \$0.00 for the month
  - June 1, 2016 to April 30, 2017 – \$158.95 per month
- Year Two (May 1, 2017 to April 30, 2018) – not to exceed \$2,002.80, which represents approximately \$166.90 per month
- Year Three (May 1, 2018 to April 30, 2019) – not to exceed \$2,103.00, which represents approximately \$175.25 per month

(B) All services provided by the Contractor under this Agreement must be performed in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- (A) Any provision requiring the IEDC to provide indemnity.
- (B) Any provision providing that the Agreement be construed in accordance with laws other than those of the State of Indiana.
- (C) Any provision providing that suit be brought in any state other than Indiana.
- (D) Any provision requiring the IEDC to pay any taxes.
- (E) Any provision requiring the IEDC to pay penalties, liquidated damages, interest or attorney's fees.
- (F) Any provision providing for payment in less than thirty-five (35) days.
- (G) Any provision providing for automatic renewal.
- (H) Any provision giving the Form Contract precedence over this Addendum.

#### **4. PAYMENTS.**

(A) The Contractor shall submit monthly invoices for payment in connection with its services provided hereunder.

(B) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at [www.in.gov/auditor/forms](http://www.in.gov/auditor/forms).

(C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC.

**5. CONFIDENTIALITY OF INFORMATION.**

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) Deleted by mutual agreement of the parties.

**6. USE OF THE IEDC NAME.**

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

**7. GOVERNING LAW.**

(A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court for the Southern District of Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state and federal courts.

(B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

**8. TERMINATION & FUNDING CANCELLATION.**

(A) This Agreement may be terminated for cause by the IEDC. Termination of services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**9. PROGRESS REPORTS. Deleted by mutual agreement of the parties.**

**10. ACCESS TO RECORDS & AUDITS.**

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the Agreement, and for three (3) years from the date of final payment under the Agreement, for inspection by the IEDC or its authorized designees. Copies shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

**11. THE CONTRACTOR'S SERVICES.**

(A) The Contractor recognizes that the services to be performed under this Agreement are vital to the IEDC and must be continued without interruption and that, upon the expiration of the Agreement, a successor, either the IEDC or another contractor, may continue them. The Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

(B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any material change to the Budget shall be made. This Agreement

may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

(C) Deleted by mutual agreement of the parties.

(D) Deleted by mutual agreement of the parties.

**12. OWNERSHIP OF DOCUMENTS & MATERIALS. Deleted by mutual agreement of the parties.**

**13. COMPLIANCE WITH LAWS.**

(A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.

(B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.

(C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.

(D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.

- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of the Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

#### **14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.**

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
  - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers],
    - (b) Indiana Code § 24-5-12 [Telephone Solicitations], or
    - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
  - (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:

- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

**15. DRUG-FREE WORKPLACE CERTIFICATION.**

(A) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

(B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to, in good faith, comply with the terms of this Section shall constitute a material breach of this Agreement and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of Agreement payments, the termination of this Agreement and/or the debarment of the Contractor from doing further business with the IEDC and the State of Indiana for up to three (3) years.

(C) Deleted by mutual agreement of the parties.

**16. NONDISCRIMINATION.**

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

**17. NOTICE TO PARTIES.**

Whenever any notice, statement, or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised:

- (A) Notices to the IEDC shall be sent to:  
INDIANA ECONOMIC DEVELOPMENT CORPORATION  
Attn: General Counsel

One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204-2288  
reports@iedc.in.gov

**(B) Notices to the Contractor shall be sent to:**

Mr. John S. Nelson, Esq.  
Director, Procurement and Proposal Management  
West Publishing Corporation, a Thomson Reuters business  
610 Opperman Drive, Office D5-S514  
Eagan, MN 55123

Notice from the IEDC to the Contractor may be provided via electronic mail to the Contractor's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Contractor to the IEDC. Notices, statements, or other communications from the Contractor to the IEDC shall be deemed delivered when received.

**18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS.**

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) **KEY PERSON(S): Deleted by mutual agreement of the parties.**

(C) **BACKGROUND CHECKS: Deleted by mutual agreement of the parties.**

**19. INDEMNIFICATION.**

The Contractor agrees to indemnify, defend, and hold harmless the IEDC, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any grossly negligent act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Agreement. The IEDC shall not provide such indemnification to Contractor.

**20. DEBARMENT & SUSPENSION.**

(A) The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means

an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

## **21. ATTORNEYS' FEES & INTEREST.**

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

## **22. MISCELLANEOUS.**

- (A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (C) This Agreement may be executed through an original or through an electronic copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one

another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, but not limited to, the employees or sub-contractors of the Contractor.

(F) Deleted by mutual agreement of the parties.

(G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

### **23. INSURANCE.**

The Contractor shall secure and keep in force during the term of this Agreement the insurance coverage required by law and as would be reasonable to cover claims of any nature which may arise out of or result from this Agreement. The Contractor shall furnish a certificate of insurance and all endorsements to the IEDC prior to the commencement of work under this Agreement.

### **24. AUTHORITY TO BIND CONTRACTOR.**

Notwithstanding anything in the Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

### **25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.**

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

### **26. DISPUTES.**

(A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

## **27. AGREEMENT MODIFICATIONS.**

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement. All changes to this Agreement are mutually agreed to by the parties.

- (A) Paragraph 2 of the Addendum, entitled Term, is modified by mutual agreement of the Parties.
- (B) Paragraph 3 of the Addendum, entitled Consideration, is modified by mutual agreement of the parties.
- (C) Paragraph 4 of the Addendum, entitled Payments, is modified by mutual agreement of the parties.
- (D) Paragraph 5 of the Addendum, entitled Confidentiality of Information, is modified by mutual agreement of the parties.
- (E) Paragraph 8 of the Addendum, entitled Termination & Funding Cancellation, is modified by mutual agreement of the parties.
- (F) Paragraph 9 of the Addendum, entitled Progress Reports, is deleted by mutual agreement of the parties.
- (G) Paragraph 10 of the Addendum, entitled Access to Records & Audits, is modified by mutual agreement of the parties.
- (H) Paragraph 11 of the Addendum, entitled The Contractor's Services, is modified by mutual agreement of the parties.
- (I) Paragraph 12 of the Addendum, entitled Ownership of Documents & Materials, is deleted by mutual agreement of the parties.
- (J) Paragraph 15 of the Addendum, entitled Drug-Free Workplace Certification, is modified by the mutual agreement of the parties.
- (K) Paragraph 18 of the Addendum, entitled Subcontracts, Assignment & Key Persons, is modified by the mutual agreement of the parties.
- (L) Paragraph 19 of the Addendum, entitled Indemnification, is modified by mutual agreement of the parties.
- (M) Paragraph 22 of the Addendum, entitled Miscellaneous, is modified by the mutual agreement of the parties.

**28. NON-COLLUSION AND ACCEPTANCE.**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

*Signatures Appear on the Following Page*

In Witness Whereof, Contractor and the IEDC have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of the Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

**WEST PUBLISHING CORPORATION**

  
\_\_\_\_\_  
Signature

*Linda Burton SSCMC*  
\_\_\_\_\_  
Printed Name and Title

Date: 4-26-16

**INDIANA ECONOMIC DEVELOPMENT FOUNDATION**

**Victor P. Smith, Secretary of Commerce**

(Digital Signature Stamp Below)



Digitally signed by Victor P. Smith  
DN: cn=Victor P. Smith,  
o=Secretary of Commerce,  
ou=IEDC,  
email=vsmith@iedc.in.gov, c=US  
Date: 2016.04.26 16:53:33 -04'00'

**STATE BUDGET AGENCY**

  
\_\_\_\_\_  
BRIAN E. BAILEY, DIRECTOR

Date: 5/2/16



THOMSON REUTERS™

# Order Form

Contact your representative [christine.labouty@thomsonreuters.com](mailto:christine.labouty@thomsonreuters.com) with any questions. Thank you.

Order ID: **773366**

### Subscriber Information

**Account Address:**

Account #: **Indiana Economic Dev Corp**  
Indiana Economic Dev Corp  
1 N Capitol Ave Suite/Floor Ste 700  
Indianapolis, IN 46204  
US  
(317) 233-5390

**Shipping Address:**

Account #:  
Indiana Economic Dev Corp  
1 N Capitol Ave Suite/Floor Ste 700  
Indianapolis, IN 46204  
US  
(317) 233-5390

**Billing Address:**

Account #: **Indiana Economic Dev Corp**  
Indiana Economic Dev Corp  
1 N Capitol Ave Suite/Floor Ste 700  
Indianapolis, IN 46204  
US  
(317) 233-5390

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".

### CLEAR Products

#### CLEAR Fixed Rate

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
41859364	CLEAR INVESTIGATIONS ADVANCED	1	CLEAR Users	36	Year2-5% Year3-5%

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR 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 30 days written or online notice.

### Post-Minimum Terms

**For Online/Practice Solutions/Software:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$158.95

Estimated total Monthly Charges for the initial 12 months: \$158.95

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

#### 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.

**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 30 days written or online notice.

**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 are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, 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. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and 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.

**General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict 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.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

#### Additional Contract Information

##### **NON-AVAILABILITY OF FUNDS FOR CLEAR GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 773366

**ACKNOWLEDGMENT**

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 Subscriber.

Signature of Authorized Representative for order		Title	
Printed Name		Date	

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 THOMSON REUTERS™	<b>Attachment</b> Contact your representative <a href="mailto:christine.labounty@thomsonreuters.com">christine.labounty@thomsonreuters.com</a> with any questions. Thank you.
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Order ID: 773366

**Payment and Shipping Information**

Payment Method:  
Payment Method: WestAccount  
Account Number:

Shipping Information:  
Shipping Method: Ground Shipping - U.S. Only

**Additional Information**

Created By: 1440065  
Order Source: 27  
Revenue Channel: 01  
Order Date: 3/18/2016 10:41:09 AM  
P.O. Number:  
Additional Data B: 1

**Product and User Details**

Banded Products for all users below  
41859364 CLEAR INVESTIGATIONS ADVANCED

User	Position	Email
John Huang	Clear Investigator	JHuang@iedc.in.gov

**Account and IP Address Info for CLEAR Products**

**Technical Contact for CLEAR Products**

**Name:** John Huang  
**Phone:** 317.233.5390  
**Email:** JHuang@iedc.IN.gov

**IP Address Section - Only External IP Address(es) or Range(s) Must Be Provided**

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- 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: 10.0.0.0 - 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, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

IP Addresses: 0.0.0.0

Subscriber's Internet Service Provider Name:

All CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

Order Contact Information				
First Name	Last Name	Email Address	Contact Description	Contact Number
John	Huang	JHuang@iedc.IN.gov	Order Confirmation Contact	28
John	Huang	JHuang@iedc.IN.gov	Primary Password Contact	24
John	Huang	JHuang@iedc.IN.gov	CLEAR® Primary Account Contact	46
John	Huang	JHuang@iedc.IN.gov	My Account Administrator	My Account
John	Huang	JHuang@iedc.IN.gov	Quickview Contact	Quickview

**Office Use Only**

OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=7f58552533c84ea38b513a79ed44fa99&isofview=yes>

**NACI (New Account/Credit Increase) Form**

**WEST®**

A Thomson Reuters business

New Account

Increase to Credit Limit

Date 3/18/2016

**Subscriber Information**

Account Number (if applicable) Indiana Economic Dev Corp  
 Full Legal Name/Business Entity Indiana Economic Dev Corp  
 Doing Business as (DBA) \_\_\_\_\_  
 Attn./Department (if appropriate) \_\_\_\_\_  
 Street Address 1 N Capitol Ave Suite/Floor Ste 700  
 City Indianapolis State IN County \_\_\_\_\_ Zip 46204  
 Main Business Telephone (317) 233-5390 Fax \_\_\_\_\_ Country United States  
 E-Mail Address JHuang@iedc.IN.gov Website Address \_\_\_\_\_

\*\*\* REQUIRED \*\*\*

**Organization Affiliation (please check if applicable)**

Division of \_\_\_\_\_  Subsidiary of \_\_\_\_\_  
 Representative of \_\_\_\_\_  Branch of \_\_\_\_\_

**Type of Organization (select Single Best Option Below) – REQUIRED if New Account**

<u>Legal (specify)</u>	<u>Government (specify)</u>	<u>Other (specify)</u>
<input type="checkbox"/> Solo Attorney	<input type="checkbox"/> Municipal	<input type="checkbox"/> Sole Proprietor/Commercial
<input type="checkbox"/> Solo Suite	<input type="checkbox"/> County	<input type="checkbox"/> Academic
<input type="checkbox"/> Small Firm/2-20 (# of attys) _____	<input checked="" type="checkbox"/> State	<input type="checkbox"/> Corporation
<input type="checkbox"/> Medium Firm/21-79 (# of attys) _____	<input type="checkbox"/> Federal	<input type="checkbox"/> Reseller
<input type="checkbox"/> Large Firm/80 + (# of attys) _____	<input type="checkbox"/> Tribal	<input type="checkbox"/> Legal Association (e.g. bar assoc.)
		<input type="checkbox"/> Non-Legal Association (e.g. NAACP)

If Appropriate: List Primary Practice Areas: \_\_\_\_\_

Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share your information with others.

**CONTACT INFORMATION:**

Active Partner/Officers Names & Titles: (please attach separate sheet if needed)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Accounts Payable Contact:

Accounts Payable Telephone Number:

**CREDIT INFORMATION:**

**Legal Business Structure:**

Corporation  Partnership  LLC, LLP, etc.  Individual Business  Other

Annual Revenue \_\_\_\_\_ Years in Business \_\_\_\_\_

Date Business Started \_\_\_\_\_ Length of Present Ownership \_\_\_\_\_

Number of Employees \_\_\_\_\_

**AUTHORIZATION FOR CREDIT EVALUATION**

West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. Omission of below requested information may delay the credit evaluation process and final processing of the pending applicable order.

**Signor authorizes a Consumer or Personal Credit check ( report)**

Home Address \_\_\_\_\_  
Owner/Office Printed Name \_\_\_\_\_  
Owner/Officer Signature \_\_\_\_\_

**Signor authorizes a Corporate or Business Credit check ( report)**

Owner/Office Printed Name \_\_\_\_\_  
Owner/Officer Signature \_\_\_\_\_

**BANK and/or TRADE REFERENCE**

**BANK REFERENCE**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact \_\_\_\_\_  
Checking Account Number \_\_\_\_\_  
Loan Account Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

**TRADE REFERENCE**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact \_\_\_\_\_  
Fax Number \_\_\_\_\_

**FEIN #** \_\_\_\_\_

Should credit be granted by West, all decisions with respect to the extension or continuation shall be at the sole discretion of West. West does not discriminate against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age provided the applicant has the capacity to enter into a binding contract. West may terminate any credit availability within its sole discretion.

**Account Validation and Certification (AVC) Form  
Westlaw and CLEAR (Government)**



THOMSON REUTERS

<b>Subscriber Information</b>		<b>REQUIRED</b>	
Account Number (if applicable)	Indiana Economic Dev Corp		
Full Legal Name/Entity	Indiana Economic Dev Corp		
Business Unit/Dept/Agency			
The applicant's address below is (please check one):	<input checked="" type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address	1 N Capitol Ave Ste 700		
City	Indianapolis		
Country (if not US)	US		
State	IN		
Zip	46204		
Main Organization Telephone	(317) 233-5390	Location/Contact/Ext Telephone	
E-Mail Address	JHuang@iedc.IN.gov	Website	iedc.IN.gov
Cell Phone (if no land line available)		<input type="checkbox"/> Check here if no website available	

**ACCOUNT TYPE SECTION**  
Select the applicable type and continue to next step

**Select Type of Government**

- US - Federal
- US - State
- US - Local
- Tribal Government
- Other Government (please describe) \_\_\_\_\_

**Select Type of Academic Institution**

- Privately Funded Academic Institution (non-govt funded)
- Government Funded Academic Institution

Do your end users have arrest powers?       No       Yes

Will data be used to help collect consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?       No       Yes

Are you requesting access to the Social Security Administration Death Master File ("DMF"), which includes date of birth, social security number, and full date of death for deceased individuals within three years of death ("Limited Access DMF")?       No       Yes

Are you requesting access to Utility data?       No       Yes

Depending on the specific data that you are requesting, a site inspection may be required of each of the location(s) where your end user(s) will be using the product. Please provide the name and phone number of the person you would like us to contact if a site inspection needs to be scheduled.

Name	N/A	Telephone Number	
------	-----	------------------	--

**Multiple Locations/Branches/Subsidiaries**

Please check here if your end users will be using the product at multiple locations. If so, please attach a completed *Addendum to Account Validation and Certification Form-Multiple Locations*.

**✓ Permissible Use under Gramm Leach Bliley Act**

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You do not have a 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 by federal, state, 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.
- 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.

**✓ Permissible Use under Drivers Privacy Protection Act**

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You do not have a permissible use.
- 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 recover a debt; skip 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.

**✓ Permissible Use and Certification under the Bipartisan Budget Act of 2013 to Limited Access DMF**

Your use of the Limited Access DMF (as defined above) is controlled by the U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You do not have a permissible use.
- For a legitimate fraud prevention purpose
- For legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty

The U.S. Bipartisan Budget Act requires that (1) you maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the Limited Access DMF, and (2) you have the experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986. You agree that you will not make the Limited Access DMF available to any person or entity that does not meet the requirements to be a Certified Person as set forth in 15 C.F.R. §1110.102. IF REQUIRED BY A GOVERNMENT AGENCY, YOU AGREE TO BE PROPERLY CERTIFIED PRIOR TO UTILIZING THE LIMITED ACCESS DMF AND WILL PROVIDE A COPY OF SUCH CERTIFICATION TO WEST UPON ITS REQUEST.

**UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION**  
**Qualified Accounts Only**

**WEST PUBLISHING CORPORATION ("WEST") – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY:** West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA), U.S. Bipartisan Budget Act of 2013(42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our public records products is truncated or masked. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, we require validation on a regular basis to certify that the unmasked and full display of personal information is needed, continues to be needed, and will only be used in connection with legitimate business. West, in our sole discretion, reserves the right to discontinue access to unmasked and full display of sensitive information as we deem necessary or as required by our data providers.

**CLEAR Subscribers:** All CLEAR Users on this account will be granted the same level of access to sensitive personal information upon approved credentialing.  
**Westlaw Subscribers:** Only those Westlaw users listed below will be granted access to unmasked or full display of sensitive personal information.

Please provide the names and passwords of those Westlaw end users for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

**BY SIGNING BELOW YOU CERTIFY THAT:**

- All end users will access and use the data, including all personally identifiable information, in accordance with all applicable laws, rules, and regulations. No end user will access records that require a permissible use unless such a use exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of any data. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, OR DISCLOSURE OF DATA AVAILABLE OR ACCESS BY YOUR END USERS.** You agree to immediately notify us of any actual or suspected breach or unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any related investigation.
- You and your end users are NOT involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity and neither you nor your end users have or will assisted or facilitated these activities by your customers. Neither you nor your end users are on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.
- You understand that West is not a Consumer Reporting Agency and that you will only use the data to support your own processes and decisions. You understand that you are strictly prohibited from denying any service or access to a service to a consumer based on any data. Examples of types of service include eligibility for credit or insurance, employment decisions, or any other purpose described in the Fair Credit Report Act (15 U.S.C.A. §1681 et. seq.).
- You understand that you may periodically be required to re-certify information provided in this AVC form.
- All information you provided in this AVC Form and any related or associated documents is true and correct and, if applicable, applies to all locations set forth in the Multi-Location Addendum. Your signature below as "Authorized Representative" certifies that you are the authorized signatory for this account

**AUTHORIZED REPRESENTATIVE**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature   X   \_\_\_\_\_

All information is subject to verification and approval by West



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-16-039	2. Date prepared: 7/21/2016
-------------------------------------	--------------------------------

**3. CONTRACTS & LEASES**

<input type="checkbox"/> Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# _____ 1
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other <u>ADDENDUM</u>

**FISCAL INFORMATION**

4. Account Number: 12090-10000.531055	5. Account Name: ADMINISTRATION
6. Total amount this action: \$4,944.18	7. New contract total: 10,798.73
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$5,854.55
Year 2017	\$4,944.18
Year _____	\$ _____
Year _____	\$ _____

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 5/1/2016	12. To (month, day, year): 8/31/2019
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement	
<input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____	

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 0000006175
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION	
17. Name: Joyce Weidner	18. Telephone #: 317/234-8003
19. E-mail address: joweidner@iedc.in.gov	

COURIER INFORMATION	
20. Name: Jackie Addison	21. Telephone #: 317.234.8741
22. E-mail address: iacaddison@iedc.in.gov	

VENDOR INFORMATION	
23. Vendor ID #	0000019192
24. Name: WEST PUBLISHING CORP	25. Telephone #: N/A
26. Address: WEST PUBLISHING CORP. 610 OPPERMAN DR EAGAN, MN 55123-1396	
27. E-mail address: n/a	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)  Yes  No

29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
--	---

31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN- Veteran _____ %
---	---

33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

35. Will the attached document involve data processing or telecommunications system  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
5-28-14

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
The Amendment is to Add another user and extended the contract an additional 4 months.

38. Justification of vendor selection and determination of price reasonableness:  
The Contractor is Categorized under Data Base Information Retrieval. By engaging a 3 year service contract IEDC receives a better rate and protection of confidentiality of information.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Matthew J. Hammel</i> Director, Matthew J. Hammel, Indiana Economic Development Corporation, Inc. email: mhammel@iedc.in.gov, cniUS Date: 2016/07/21 16:46:18 -0400	41. Date Approved	42. Budget agency approval TB	43. Date Approved 7/22/16
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



## **FIRST AMENDMENT**

This First Amendment (the "**First Amendment**") to the Professional Services Agreement is made by and between the Indiana Economic Development Corporation (the "**IEDC**") and West Publishing Corporation (the "**Contractor**").

### **RECITALS**

WHEREAS, the IEDC and the Contractor previously entered into that certain Professional Services Agreement, which was executed on May 2, 2016 (the "**Original Agreement**");

WHEREAS, the Original Agreement and the First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

WHEREAS, the IEDC and the Contractor desire to amend the Agreement to provide for one (1) additional user to access the Contractor's Clear Investigations Advanced.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this First Amendment and the Original Agreement, the parties hereby agree as follows:

### **EFFECTIVE DATE**

1. This First Amendment shall take effect on August 1, 2016 ("**Effective Date**").

### **AMENDMENT**

2. The parties agree that the Contractor's Form Contract is deleted in its entirety and replaced with the attached Form Contract entitled Thomson Reuters Order Form (Clear Investigations), Order ID: 808029.

3. Paragraph 2(A) of the Agreement is deleted and replaced in its entirety with the following:

4. **TERM.**

- (A) This Agreement shall commence on **May 1, 2016** and shall remain in effect through **August 31, 2019** or unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**"). All services under this Agreement must be completed by the Expiration Date. In no event shall payment be made for services performed after the Expiration Date.

4. Paragraph 3(A) of the Agreement is deleted and replaced in its entirety with the following:

3. **CONSIDERATION.**

(A) Total remuneration under this Agreement shall not exceed **\$10,798.73** (the "**Agreement Amount**"), payable as follows:

- May 1, 2016 to August 31, 2016 – not to exceed \$476.85
  - May 1, 2016 to May 31, 2016 - \$0.00 per month
  - June 1, 2016 to August 31, 2016 - \$158.95 per month (with the second user account having a fee of \$0.00 for August 1, 2016 to August 31, 2016)
  
- September 1, 2016 to August 31, 2017 – \$272.85 per month, which shall not exceed \$3,274.20.
  
- September 1, 2017 to August 31, 2018 – \$286.49 per month, which shall not exceed \$3,437.91.
  
- September 1, 2018 to August 31, 2019 – \$300.81 per month, which shall not exceed \$3,609.77.

5. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Amendment.

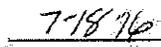
*Signatures Appear on the Following Page*

IN WITNESS WHEREOF, the Contractor and the IEDC have, through their respective duly authorized representatives, entered into this First Amendment as of the Effective Date. The parties, having read and understood the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms hereof.

**WEST PUBLISHING CORPORATION**

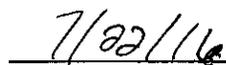
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date

**APPROVED:  
STATE BUDGET AGENCY**

  
\_\_\_\_\_  
BRIAN E. BAILEY, DIRECTOR

  
\_\_\_\_\_  
Date

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**Victor P. Smith, Secretary of Commerce**  
(Digital Signature Stamp Below)


Digitally signed by  
Victor P. Smith  
DN: cn=Victor P.  
Smith, o=Secretary  
of Commerce,  
ou=IEDC,  
email=vsmith@ied  
c.in.gov, c=US  
Date: 2016.07.18  
16:58:14 -04'00'



THOMSON REUTERS™

# Order Form

Contact your representative [christine.labounty@thomsonreuters.com](mailto:christine.labounty@thomsonreuters.com) with any questions. Thank you.

Order ID: **808029**

## Subscriber Information

**Account Address:**

Account #: **1004893654**  
IN ECONOMIC DEVELOPMENT  
CORP  
JOHN HUANG  
1 N CAPITOL AVE STE 700  
INDIANAPOLIS, IN 46204  
US  
317-233-5390

**Shipping Address:**

Account #: **1004893654**  
IN ECONOMIC DEVELOPMENT  
CORP  
JOHN HUANG  
1 N CAPITOL AVE STE 700  
INDIANAPOLIS, IN 46204  
US  
317-233-5390

**Billing Address:**

Account #: **1004893654**  
IN ECONOMIC DEVELOPMENT  
CORP  
JOHN HUANG  
1 N CAPITOL AVE STE 700  
INDIANAPOLIS, IN 46204  
US  
317-233-5390

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".

## CLEAR Products

### CLEAR Fixed Rate

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term and Increase
41859364	CLEAR Government Investigations Advanced Short-Term Bridge/Contract 1 Month See Additional Bridge Terms below	2	CLEAR Users	36	Year2-5% Year3-5%

## Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

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.

If you have a fixed rate batch subscription and the total of your batch inputs exceed your annual fixed rate batch allotment, we may request that the parties enter into good faith negotiations regarding a superseding agreement or terminate your subscription.

## Post Minimum Terms

**For Online/Practice Solutions/Software:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

<b>Order charges for print/eBook products not on subscription:</b>	N/A
<b>Initial order charges for print/eBooks products with updates billed upon shipment:</b>	N/A
<b>Initial Monthly Charges for Products under 36 month Minimum Term:</b>	\$272.85
<b>Estimated total Monthly Charges for the initial 12 months:</b>	\$272.85

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

### 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.

**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 30 days written or online notice.

**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 are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, 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. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and 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 <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict 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.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

### Additional Bridge Terms

1. You will receive access to the West product(s) designated above for the Bridge Monthly Charges shown below beginning on the effective date of this Order Form and continuing for a "Bridge Period" of one (1) complete calendar month for 41859364 at \$158.95. The Bridge period(s) will not apply to any CLEAR transactional product. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the above.
2. All other terms and conditions of the Order Form remain unchanged.

**Additional Contract Information**

**NON-AVAILABILITY OF FUNDS FOR CLEAR GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 808029**

**ACKNOWLEDGMENT**

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 Subscriber.

_____ Signature of Authorized Representative for order	_____ Title
_____ Printed Name	_____ Date

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 <b>THOMSON REUTERS</b>	<h2>Attachment</h2> <p>Contact your representative <a href="mailto:christine.labounty@thomsonreuters.com">christine.labounty@thomsonreuters.com</a> with any questions. Thank you.</p>
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Order ID: **808029**

**Payment and Shipping Information**

**Payment Method:**  
Payment Method: **WestAccount**  
Account Number: **1004893654**

**Shipping Information:**  
Shipping Method: **Ground Shipping - U.S. Only**

**Additional Information**

Created By: **0011227**  
Order Source: **27**  
Revenue Channel: **07**  
Order Date: **7/11/2016 12:14:20 PM**  
P.O. Number:  
Additional Data B: **2**

**Product and User Details**

**Banded Products for all users below**

41859364 CLEAR Government Investigations Advanced

User	Position	Email
John Huang	Clear Investigator	jhuang@iedc.in.gov

**Account and IP Address Info for CLEAR Products**

**Technical Contact for CLEAR Products**

**Name:** John Huang

**Phone:** 317.233.5390

**Email:** JHuang@iedc.IN.gov

**IP Address Section - Only External IP Address(es) or Range(s) Must Be Provided**

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- 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: 10.0.0.0 - 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, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

IP Addresses: 0.0.0.0

Subscriber's Internet Service Provider Name: same as existing

All CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

**Lapse Subscriptions**

Active Subscriptions to Lapse	Contract Number	Material ID
CLEAR INVESTIGATIONS ADVANCED	0125411136	41859365

**Order Contact Information**

First Name	Last Name	Email Address	Contact Description	Contact Number
John	Huang	JHuang@iedc.IN.gov	Order Confirmation Contact	28
John	Huang	JHuang@iedc.IN.gov	Primary Password Contact	24
John	Huang	JHuang@iedc.IN.gov	CLEAR <sup>®</sup> Primary Account Contact	46
John	Huang	JHuang@iedc.IN.gov	My Account Administrator	My Account
John	Huang	JHuang@iedc.IN.gov	Quickview Contact	Quickview

**Office Use Only**

■ Exception Approval Code:E419913

■ OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=0ebcd7bc7cb44aab95dd6db1b0c6c674&isofview=yes>

**AUTHORIZED REPRESENTATIVE**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature   X   \_\_\_\_\_

All information is subject to verification and approval by West