

Order No. 1
eCommerce Services

This Order No. 1 ("**Order**") is entered into this _____ day of _____, 2021 ("**Order Effective Date**") between the Village of Orland Park, an Illinois home rule municipal corporation ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 2021 ("**Agreement**") between the Parties.

1. **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.
2. **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® Police Reports.com, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. 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
 - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and
 - 3.3. Provide Report retention and distribution services as set forth in Section 5 of the Agreement
4. **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 termination date.
5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Five and 00/100 Dollars (\$5.00). There shall be no fee to Agency for the Services.
 - 5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - a) 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
 - b) 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
 - c) 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
 - d) When a fee is not charged to an Authorized Requestor for the Report.

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: **Village of Orland Park**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Authorized Officer

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Authorized Officer

Printed Name: _____

Title: _____

Date: _____