

**Order Form – ProFlex and Non-ProFlex Online Straight Renewal**

Contact your representative with any questions. Thank you.

Rep Name/Number **mike.lemire@thomsonreuters.com / 6109351**

Account Address	Billing Address
Account Number: 1005632581	Account Number: same
Account Name: City of Saint John	Account Name: same
Account Address: 15 Market Square	Account Address: same
City/Prov/Code: Saint John, NB E2L 4L1	City/Prov/Code: same

All pricing is displayed in Canadian Dollars (\$CAD)

This Order Form (defined herein interchangeable as the “Order Form”, “Order” or “Agreement”) is a legal document between Thomson Reuters Canada, a division of Thomson Reuters Canada Limited and Subscriber. Thomson Reuters Canada also means “Thomson Reuters”, “we” or “our” and Subscriber means “you”, or “P”. Subscription terms, if any, follow the ordering grids below. Each order will be for a period of time agreed upon by the parties defined herein interchangeably as “Term”, “Initial Term” or “Minimum Term”. The parties may also agree upon an “Access Start Date” as defined in the General Provisions of this Order

Online / Practice Solutions / Software/ProFlex/ Renewals						
Renewed Product	Agreement #	Deal ID	*Current Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
Canada Proflex (41972767)	19342	-	\$11,299.23	36	2%	2%
			Year 1	\$11,525.21		
			Year 2	\$11,755.71		
			Year 3	\$11,990.82		

Renewal Terms

* You are aware that the Charges applicable for the Renewal Term will be based on the charges in effect during the term before the Renewal Term starts. This amount may differ from the Current Rate shown above.

Online/ Practice Solution/Software/ProFlex Products: Charges applicable for the Renewal Terms will be based on the charges in effect at the end of the month before the Renewal Terms starts. If your Billing Frequency is Monthly, Monthly Charges begin at the end of your Minimum Term(s) or previous Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above.

If your Billing Frequency is Yearly, the initial annual charges begin at the end of your Minimum Term(s) or previous Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column.

The percent increases for multi-year orders appear in the Year Over Year Increase During Minimum Term column above. Subscriber is also responsible for all Excluded Charges. Excluded Charges are for accessing content that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Post Renewal Terms

For Online/Practice Solutions/Software Products: Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (defined as “Automatic Renewal Term”) and include a price increase up to then-current rates. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Thomson Reuters at, Attn: Customer Relations, 19 Duncan Street, Toronto, Ontario M5H 3H1, or by email as set out at <http://store.thomsonreuters.ca/contact>.

General Provisions

This Agreement supersedes any previous agreement between the parties regarding the related product(s)/service(s).

This Agreement is subject to approval by Thomson Reuters Canada and will be governed by the laws of the Province of Ontario and laws of Canada applicable therein. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

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

The Product Specific Terms are hereby incorporated by reference and made part of this Agreement if they apply to your order. If the product referenced in the Product Specific Terms is not part of your order, the Product Specific Terms do not apply. If there is a conflict between Product Specific Terms and this Agreement, the Product Specific Terms control. The Product Specific Terms can be found at https://store.thomsonreuters.ca/content/dam/ewp-m/documents/canada-store/en/pdf/other/product-specific-terms_ca.pdf.

Notices to Thomson Reuters Canada must be made in writing to Thomson Reuters Canada at Attn: Customer Relations, 19 Duncan Street, Toronto, Ontario M5H 3H1, or by email as set out at <http://store.thomsonreuters.ca/contact>. Notices to Subscriber may be given by Thomson Reuters Canada to the most recent address/contact-information in Thomson Reuters Canada's records for Subscriber. Notice shall be deemed delivered upon three business days after posting in the Canadian postal system, one business day after posting by email, or as set out in the Thomson Reuters General Terms and Conditions.

For online services, the term of this Agreement commences from the Access Start Date. The Access Start Date is the date on which the Subscriber initially receives access is sent the passwords to access the product/service. No requests for cancelled product/service credit from the Access Start Date will be allowed or accepted. The Subscriber shall be responsible for the payment of all invoices until the contract period has expired.

The initial Term of this Agreement is documented herein. If not otherwise agreed upon by the parties this Agreement will automatically renew in accordance with the terms and conditions of this Agreement.

All invoices are due and payable within 30 days of the invoice date. Such invoices shall include all fees and applicable taxes for which you are responsible.

IMPORTANT Invoicing Information for Yearly Billed Customers. If you are (a) an existing subscriber, (b) currently billed Yearly, (c) adding content/users to your Agreement mid-contract resulting in a price change via this order, AND (d) you wish to keep your Renewal Date as is, two (2) separate billing events will occur. First, you will receive a credit against your most recent invoice for this contract. This credit will be calculated based on your existing Full Annual Contract Value. This will be prorated against the unused portion up to your existing Renewal Date. Second, in the following month, you will receive an invoice with a charge based off your new Full Annual Contract Value. This charge will be prorated to your existing Renewal Date. NOTE: The combination of these two amounts will represent your incremental increase. These billing events will be delivered at different times. For a smoother billing process for future changes, we encourage you to switch to Monthly billing.

For products/services originating from third-party content, Subscriber will be billed in Canadian dollars. The subscription rate is converted from US dollars to Canadian at the Thomson Reuters global exchange rate, which is set annually. The Subscriber accepts that subscription rates may vary from year to year based on this conversion.

For products/services included in bundle discount deals or special offers offered by Thomson Reuters Canada subsequent to or concurrent with this Agreement, the Subscriber must continually subscribe to the products/services in the order governed by this Agreement to be eligible for the bundle discount or special offer. If the Subscriber cancels one or more of the products in the order governed by this Agreement, the discount or special offer will cease to be available to the Subscriber, and the price for the remaining subscription in the order governed by this Agreement will be adjusted.

Auto Charge Credit Card Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Thomson Reuters Canada Attn: Customer Relations, 19 Duncan Street, Toronto, Ontario M5H 3H1, or by email as set out at <http://store.thomsonreuters.ca> for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for Thomson Reuters subscriptions on an ongoing basis, or authorizing the same as part of this order governed by this Agreement, no further action is needed.

Material change. In the event of a material change in your firm or organization, such as a merger or elimination of a major practice area, you may request an amendment to the remaining term of the agreement, and Thomson Reuters Canada will consider the amendment in good faith. The title changes will be memorialized in a document that is signed by both parties.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the below link <https://www.westlawnextcanada.com/dynamicdata/attacheddocs/pricing.pdf>.

Online Product Subscriptions. You certify your total number of professionals at your firm is indicated in this Order Form. Our pricing for online products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Academic

If you are purchasing as an Academic customer, the pricing within this Agreement includes a 20% discount on eligible products. If your customer profile changes, the pricing will be adjusted accordingly.

Reseller

If you are purchasing as a Reseller customer, the pricing within this Agreement includes a 20% discount on eligible products. If your customer profile changes, the pricing will be adjusted accordingly.

Academic or Resellers in Quebec

If you are purchasing as an Academic or Reseller customer within Quebec, the pricing within this Agreement includes a 30% discount on eligible products. If your customer profile changes, the pricing will be adjusted accordingly.

Acknowledgement: Order ID:

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

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This Order Form will expire and will not be accepted after _____

Lapsed Products	
Sub Material	Active Subscription to be Lapsed