

# CLEAR-

(Consolidated Lead Evaluation and Reporting) Data Deliver for Law Enforcement)

The following pages include

- CLEAR Pro Basic –Fixed Price List –Option 1
- CLEAR Pro Advanced –Fixed Price List –Option 2  
*w/Product /Services Information Sheet for Option 2 Services*
- CLEAR –Fixed Transaction Rate Price List –Option 3  
*w/Product/Information Services Information Sheet for Option 3 Services*
  
- CLEAR Services –Subscriber Agreement
- CLEAR Terms and Conditions
- CLEAR Order Form w/Batch Transactional form &Subscriber Usage
  
- Clear Information & Users Guide

**Option 1:**

<b>Proposed Content: CLEAR PRO MSA Basic</b>				
<b>Number of Passwords</b>	<b>Year 2: January 2011 through December 2011</b>	<b>Year 3: January 2012 through December 2012</b>	<b>Year 4: January 2013 through December 2013</b>	<b>Year 5: January 2014 through December 2014</b>
	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>
1	\$73	\$75	\$77	\$79
2	\$125	\$129	\$133	\$137
3	\$167	\$172	\$177	\$182
4	\$218	\$225	\$232	\$239
5	\$266	\$274	\$282	\$290
6-7	\$380	\$391	\$403	\$415
8-10	\$510	\$525	\$541	\$557
11-15	\$612	\$630	\$649	\$668
16-20	\$796	\$820	\$845	\$870
21-25	\$958	\$987	\$1,017	\$1,048
26-30	\$1,134	\$1,168	\$1,203	\$1,239
31-35	\$1,290	\$1,329	\$1,369	\$1,410
36-40	\$1,474	\$1,518	\$1,564	\$1,611
41-45	\$1,548	\$1,594	\$1,642	\$1,691
46-50	\$1,701	\$1,752	\$1,805	\$1,859
51-55	\$1,891	\$1,948	\$2,006	\$2,066
56-60	\$2,002	\$2,062	\$2,124	\$2,188
61-65	\$2,135	\$2,199	\$2,265	\$2,333
66-70	\$2,300	\$2,369	\$2,440	\$2,513
71-75	\$2,426	\$2,499	\$2,574	\$2,651
76-80	\$2,548	\$2,624	\$2,703	\$2,784
81-85	\$2,579	\$2,656	\$2,736	\$2,818
86-90	\$2,639	\$2,718	\$2,800	\$2,884

91-95	\$2,690	\$2,771	\$2,854	\$2,940
96-100	\$2,781	\$2,864	\$2,950	\$3,039

Option 2:

<b>Proposed Content: CLEAR PRO MSA Advanced</b>				
<b>Number of Passwords</b>	<b>Year 2: January 2011 through December 2011</b>	<b>Year 3: January 2012 through December 2012</b>	<b>Year 4: January 2013 through December 2013</b>	<b>Year 5: January 2014 through December 2014</b>
	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>	<b>Fixed Monthly Charge</b>
1	\$159	\$164	\$169	\$174
2	\$273	\$281	\$289	\$298
3	\$360	\$371	\$382	\$393
4	\$467	\$481	\$495	\$510
5	\$563	\$580	\$597	\$615
6-7	\$724	\$746	\$768	\$791
8-10	\$963	\$992	\$1,022	\$1,053
11-15	\$1,244	\$1,281	\$1,319	\$1,359
16-20	\$1,606	\$1,654	\$1,704	\$1,755
21-25	\$1,918	\$1,976	\$2,035	\$2,096
26-30	\$2,286	\$2,355	\$2,426	\$2,499
31-35	\$2,583	\$2,660	\$2,740	\$2,822
36-40	\$2,933	\$3,021	\$3,112	\$3,205
41-45	\$3,069	\$3,161	\$3,256	\$3,354
46-50	\$3,343	\$3,443	\$3,546	\$3,652
51-55	\$3,551	\$3,658	\$3,768	\$3,881
56-60	\$3,761	\$3,874	\$3,990	\$4,110
61-65	\$4,136	\$4,260	\$4,388	\$4,520
66-70	\$4,321	\$4,451	\$4,585	\$4,723
71-75	\$4,559	\$4,696	\$4,837	\$4,982
76-80	\$4,786	\$4,930	\$5,078	\$5,230
81-85	\$4,843	\$4,988	\$5,138	\$5,292

86-90	\$4,957	\$5,106	\$5,259	\$5,417
91-95	\$5,052	\$5,204	\$5,360	\$5,521
96-100	\$5,223	\$5,380	\$5,541	\$5,707

## CLEAR for the State of Oklahoma

### Option 2: CLEAR PRO ADVANCED BANDED

#### **Person Search V.1**

The Person Search is typically conducted in order to find information that will help verify an individual's identity or locate an individual. The search hits against multiple sources, including credit bureau headers, driver information, death filings, and a variety of consumer-related sources, including utility data.

#### **Business Search V.1**

The Business Search is conducted in order to find information about a business. Types of information can include name and address of the business, phone number, corporate information, tax identification number, fictitious business names, and, possibly, Uniform Commercial Code filings.

#### **Web Analytics V.1**

Web Analytics V.1 is a premium option that searches surface-Web and deep-Web sources in real-time for data on a person, business, or phone number of interest. Results may include information from social networking sites, blogs, chat rooms, news references, etc. Key-word analysis and watch-list features provide added value over other search engines and help users focus on relevant information.

#### **Asset Search—Vehicles V.1**

The Asset Search for Vehicles provides information about vehicle registrations as recorded by state agencies. Types of information provided can include license plate information, vehicle information, and registrant/owner information.

#### **Asset Search—Real Property V.1**

The Asset Search for Real Property is conducted to ascertain information about the ownership of property and/or the property value and description. The information is sourced from deed records and tax assessment records.

#### **Asset Search—Watercraft V.1**

The Asset Search for Watercraft provides information about boats and vessels from state registrations and from U.S. Coast Guard documentation. Types of information provided can include such fields as name, address, hull identification number, registration number, hull information, and year built.

#### **Phone Search—Public Record Phones V.1**

The Phone Search with Public Record Phones allows the user to search for a phone number associated with an individual or to search for an individual or business associated with a phone number. This search employs multiple phone-related sources.

## **Phone Search—Real-time Reverse Phone Number Gateway V.1**

The Phone Search with this Reverse Phone Lookup includes current name and address information to link subscribers (individuals or businesses) to phone numbers. It also provides information about the line itself, including contact information for the carrier. This search includes information on cell phone numbers and is a gateway to real-time information, providing the most up-to-date information available.

## **License Search V.1**

The License Search provides information about licenses held by an individual, including driver's licenses, professional licenses, such as for nursing, medical doctors, etc., or commercial licenses, such as DEA or FAA licenses.

## **Court Records Search V.1**

The Court Search provides information on a subject from court records, such as bankruptcies, liens, judgments, criminal, civil, infractions, lawsuit filings, etc.

## **Contact Report V.1**

The Contact Report is streamlined to provide information to assist in contacting an individual, such as the subject's identifying information, current address, last two previous addresses, and phones. Applicable death records also would be included. This report includes information from gateways to two major consumer reporting bureaus.

## **Basic Report V.1**

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

## **National Comprehensive Report V.1**

The National Comprehensive Report provides a more extensive overview on an individual, including all of the information in a Basic Report, as well as asset information, professional licenses, etc. This report includes information from a gateway to a major consumer reporting bureau and a gateway to vehicle registration information.

## **Business Comprehensive Report V.1**

The Business Comprehensive Report provides an overview of information about a business, including information from secretaries of states' offices, federal employer identification number (FEIN or EIN) and businesses linked by FEIN, assets, licenses, etc.

**Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)**

When a Contact Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

**Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)**

When a Basic Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

**Add Associates to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)**

When a National Comprehensive Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

**My Workspace—Default V.1**

My Workspace is a feature that allows the user to save result records and/or report records to a folder for the purpose of rendering the information in different visualizations that enrich the value of the data. A link-chart view allows the user to see possible connections between data elements, and a map view provides more context to address-based data. At the default level of usage, there is no charge for utilizing My Workspace.

### Option 3: CLEAR Transactional Pricing

<b>Item Description</b>	<b>OK Rate</b>
<b>Searches</b>	
Person Search V.1	\$2.62
Business Search V.1	\$3.53
DE Gateway Search V.1	\$9.57
DE Gateway Detail V.1	\$14.36
Web Analytics Search V.1	\$1.25
Asset Search--Vehicles V.1	\$2.02
Asset Search--Real Property V.1	\$2.02
Asset Search--Watercraft V.1	\$2.02
Phone Search--Public Record Phones V.1	\$2.92
Phone Search--Real-Time Reverse Phone Number Gateway V.1	\$1.26
License Search V.1	\$2.02
Court Records Search V.1	\$3.02
<b>Reports</b>	
Contact Report V.1	\$5.04
Basic Report V.1	\$5.04
National Comprehensive Report V.1	\$10.08
Business Comprehensive Report V.1	\$12.09
Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)	\$1.91
Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)	\$1.91
Add Relatives, Associates, and/or Neighbors to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)	\$1.91
My Workspace - Default V.1	No charge
<b>CLEAR Batch</b>	
Public Records Phone Batch Search V.1	\$0.35
Reverse Phone Batch Search V.1	\$0.25
Person Batch V.1	\$0.50

## **CLEAR for the State of Oklahoma**

### **Option 3: CLEAR 2.1.1 Transactional Access**

**Products /Services may be purchased @ per transaction rate**

Below is a description of the features included in CLEAR 2.1.1.

#### **Person Search V.1**

The Person Search is typically conducted in order to find information that will help verify an individual's identity or locate an individual. The search hits against multiple sources, including credit bureau headers, driver information, death filings, and a variety of consumer-related sources, including utility data.

#### **Business Search V.1**

The Business Search is conducted in order to find information about a business. Types of information can include name and address of the business, phone number, corporate information, tax identification number, fictitious business names, and, possibly, Uniform Commercial Code filings.

#### **Delaware Corporate Gateway V.1**

Within the Business Search tab, the Delaware Corporate Gateway is a premium option offering direct connection to the Delaware Secretary of State's database. Results comprise a list of company names and file numbers.

#### **Delaware Corporate Gateway Detail V.1**

The Delaware Corporate Gateway Detail is a premium option providing expanded information from a Delaware Corporate Gateway search, such as stock information, merger information, general company information, number of employees, etc.

#### **Web Analytics V.1**

Web Analytics V.1 is a premium option that searches surface-Web and deep-Web sources in real-time for data on a person, business, or phone number of interest. Results may include information from social networking sites, blogs, chat rooms, news references, etc. Key-word analysis and watch-list features provide added value over other search engines and help users focus on relevant information.

### **Basic Report V.1**

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

### **National Comprehensive Report V.1**

The National Comprehensive Report provides a more extensive overview on an individual, including all of the information in a Basic Report, as well as asset information, professional licenses, etc. This report includes information from gateways to two major consumer reporting bureaus and a gateway to vehicle registration information.

### **Business Comprehensive Report V.1**

The Business Comprehensive Report provides an overview of information about a business, including information from secretaries of states' offices, federal employer identification number (FEIN or EIN) and businesses linked by FEIN, assets, licenses, etc.

### **Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)**

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### **My Workspace—Default V.1**

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### **Public Records Phone Batch Search V.1**

Public Records Phone Batch Search V.1 allows for high volumes of phone searches, using the same data sources as the non-batch version of the Public Records Phone Search V.1.

### **Basic Report V.1**

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

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### **Public Records Phone Batch Search V.1**

Public Records Phone Batch Search V.1 allows for high volumes of phone searches, using the same data sources as the non-batch version of the Public Records Phone Search V.1.

**Reverse Phone Batch Search V.1**

Reverse Phone Batch Search V.1 allows for high volumes of phone searches, using the same data source as the non-batch version of the Reverse Phone Search V.1.

**Person Batch Search V.1**

Person Batch Search V.1 allows for high volumes of person searches, using the same data sources as the non-batch version of the Person Search V.1.

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Services order form ("Order Form") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

**1. Services.** Subscriber may subscribe to Services using West's proprietary databases and information obtained from West's suppliers by submitting a then-current Order Form. Services are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable CLEAR Schedule A, or as otherwise agreed to by the parties in writing.

**2. License.**

**a. Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

**b. Use Limitations/End User.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

**c. Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in the databases and information, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

**d. Suppliers' Additional Terms.** Certain supplier services are governed by terms and conditions which are different from those set forth in this Agreement ("Suppliers' Additional Terms"). Subscriber will be given an opportunity to review Suppliers' Additional Terms by receiving notice of such Suppliers' Additional Terms online.

**3. Usage Restrictions and Information Protection.**

**a. Use of CLEAR Data.** Subscriber shall not use any Data and shall not distribute any Data to any other party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, including but not limited to credit header data, motor vehicle data, driver license data, and voter registration data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA") and, the Driver's Privacy Protection Act ("DPPA"). Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements require West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

**b. Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, drivers license number, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

**4. Charges and Modification of Charges.** Charges payable for access to Services ("CLEAR Charges") will be as stated on the Order Form and the Schedule A or as otherwise agreed upon by the parties in writing. CLEAR Charges shall commence on the date Subscriber first accesses Services or as otherwise stated on the Schedule A or Order Form. Except as may be otherwise set forth herein or in the Order Form, CLEAR Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. CLEAR Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. If full payment is not made, Subscriber may be charged up to the maximum legal interest allowed under applicable law on any unpaid balance. Subscriber is responsible for all excluded charges as incurred ("Excluded Charges"). Excluded Charges are those CLEAR Charges that are associated with the Services that are not included in the fixed Monthly CLEAR Charges, as set forth on the Order Form. West may, at its option, make certain Services Excluded Charges if West is contractually bound or otherwise required to do so by a supplier of Data or if the Services are enhanced or released after the effective date of the Subscriber Agreement and Order Form. Subscriber's access to and use of any such excluded Services shall be billed to Subscriber at then current rates in addition to the fixed Monthly CLEAR Charges. West will compare Subscriber's actual CLEAR Charges which are the pro forma CLEAR Charges set forth in the Schedule A, against the then-current fixed Monthly CLEAR Charges. In the event Subscriber's actual CLEAR Charges exceed the then-current fixed Monthly CLEAR Charges by more than three (3) times at anytime during a month, West may limit access to live gateways for the remainder of such month.

**5. Subscriber Credentials.** Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

**6. Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE

PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIERS' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CLEAR CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. NOTWITHSTANDING THE FOREGOING, WEST AGREES TO INDEMNIFY SUBSCRIBER IN RESPECT TO ALL ACTUAL DAMAGES, EXPENSES, FINES, JUDGMENTS AND COSTS, INCLUDING ATTORNEY FEES, ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF WEST, WEST'S AGENTS, SUBCONTRACTORS, AND ASSIGNS, IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT. WITHOUT WAIVING ANY DEFENSE OR IMMUNITY, AND SUBJECT TO THE OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT, SUBSCRIBER AGREES TO BEAR ALL EXPENSES, FINES AND JUDGMENTS WHICH MAY ARISE FROM ANY ACTS OR OMISSIONS OF ITS OFFICIALS OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. **Subscriber Account Maintenance.** Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. **Limitation of Claims.** Except for claims relating to CLEAR charges or improper use of Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

9. **Term and Termination.** This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement and each Order Form may not be terminated by Subscriber prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(d) and 10), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or may result in a risk to public safety, including but not limited to the safety of private individuals; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

10. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, current and future Schedules, Additional Terms, and the like) sets forth the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any and all prior understandings and agreements oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

11. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

12. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address on the Order Form.

13. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Oklahoma, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Oklahoma will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

## **CLEAR Terms and Conditions**

The following terms and conditions shall apply to the resulting contract (hereinafter “contract”).

**Authorized Users.** Only users authorized to use CLEAR by the agency may access and use CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency’s research and work.

**Passwords.** Each CLEAR user must be assigned a separate CLEAR password. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.

**West Order Form-CLEAR, CLEAR Subscriber Agreement and CLEAR and Account Certification and Validation (AVC) Form.** All access to and usage of CLEAR is governed by the West Order Form—CLEAR and the CLEAR Subscriber Agreement and requires completion of the Account Validation and Certification (AVC) Form.

<b>Check West account status below as applicable:</b>		Rep Name & Number _____
New ____ (NACI Form attached)		
Existing with no changes ____ Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)		
Does Subscriber have an existing West account?		
<input type="checkbox"/> Yes If yes, please provide West account number _____		
<input type="checkbox"/> No		
Acct # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____
Order Confirmation Contact Name _____		
E-Mail _____		
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____		
E-Mail _____		Telephone _____
CLEAR Primary Account Contact Name (general business contact) _____		
E-Mail _____		Telephone _____
Permanent Address Change ____ One-Time Ship To ____ Additional Ship To ____ Additional Bill To ____		
Name _____ Attn: _____		
Address _____		Suite/Floor _____
City _____	State ____	County _____ Zip _____

\*\*\* R E Q U I R E D \*\*\*

I F N E E D E D

<b>CLEAR Products Section</b>
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Full Svc #	CLEAR Products	# of Users	Monthly Banded	Other	Total Monthly CLEAR Charges

**Notes:**

**Total Monthly CLEAR Charges \$** \_\_\_\_\_

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CLEAR Charges are billed thereafter at up to then-current rates. If Subscriber elects a longer Minimum Term the Monthly CLEAR Charges will be billed as set forth herein. Upon conclusion of the CLEAR Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

\_\_\_\_\_**Subscriber's Initials** \_\_\_\_\_ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber's Monthly CLEAR Charges as applicable.

In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case.

Internal Use Only	
CLEAR #Atty	BND
Gtwy	3 X MON

	<b>CLEAR Batch Transactional Products Section</b>	
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Full Svc #	CLEAR Batch Products	of Users	Other	Total Monthly CLEAR Batch Charges

**Notes:**

**Total Monthly Batch CLEAR Charges \$** \_\_\_\_\_

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by her/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber; access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

\_\_\_\_\_ **Subscriber's Initials** \_\_\_\_\_ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber Monthly CLEAR Charges as applicable.

**OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.**

	<b>CLEAR Batch Window Products Section</b>	
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Full Svc #	CLEAR Batch Products	Per month Window rate	of Users	Monthly	Other	Total Monthly CLEAR Batch Charges

**Notes:**

**Total Monthly Batch CLEAR Charges \$** \_\_\_\_\_

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by her/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Window Batch shall begin on the date West processes Subscriber's order. During the Minimum Term, Subscriber shall guarantee minimum monthly CLEAR Window Batch CLEAR Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Window Batch CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the amount of the Window, as set forth above. Subscriber shall pay all CLEAR Window Batch CLEAR Charges in excess of the amount of the Window as incurred, as well as any other applicable CLEAR Charges. CLEAR Batch requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Window for such month. CLEAR Charges are subject to change as set for the in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber's access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

\_\_\_\_\_ **Subscriber's Initials** \_\_\_\_\_ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber Monthly CLEAR Charges as applicable.

**Usage Logging**

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below:

\_\_\_\_ Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

**Required for, and applicable to, only accounts with arrest powers.**

West reserves the right to change the logging type based on credentialing and account validation.

**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*

**Subscriber's Internet Service Provider Name** \_\_\_\_\_

**Provide IP Address(es) or IP Address Range(s) below**

Additional page(s) may be attached if needed

<b>Beginning IP Address</b> _____	<b>Ending IP Address</b>	_____
<b>Beginning IP Address</b> _____	<b>Ending IP Address</b>	_____
<b>Beginning IP Address</b> _____	<b>Ending IP Address</b>	_____
<b>Beginning IP Address</b> _____	<b>Ending IP Address</b>	_____

**REQUIRED**

\_\_\_\_ Subscriber initials if roaming access to CLEAR, permitting user access outside of Subscriber's designated IP Address/range, should be prohibited. Please note that if this is requested Subscriber's users will be required to access CLEAR only through Subscriber's designated entity IPs on file with West.

**If you do not know your company's external IP address(s), try the following:**

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

**Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)**

Name (please print) \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

**IF APPLICABLE**

	<b>CLEAR Users, My Account Administrator and Authorized QuickView+ User</b>	
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Last Name	First Name, M.I.	Email Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

**Authorized My Account Administrator for CLEAR**

Last Name \_\_\_\_\_ First Name, M.I. \_\_\_\_\_ E-Mail \_\_\_\_\_  
(Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

**Authorized CLEAR Password Holder for CLEAR QuickView+**

Last Name \_\_\_\_\_ First Name, M.I. \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

	<b>CLEAR Renewals</b>	
<b>Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.</b>		
<small>*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.</small>		

Sub Matl #	CLEAR Products	Current Monthly CLEAR Charges*
Notes		

\_\_\_\_\_ **Subscriber's Initials for 12 Month Renewal Term\*\*** Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

\*\* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of CLEAR shall be governed by the Subscriber Agreement.

	<b>Subscriber Certification Section Required for all accounts that interact with, manage or house inmates or detainees.</b>	
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**Subscriber Certifications must be completed for every order, including renewals.**

**Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:**

\_\_\_\_\_ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

\_\_\_\_\_ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

\_\_\_\_\_ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

\_\_\_\_\_ **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

This Order Form will become effective upon verification by West of Subscriber's credentials in accordance with this Order Form and upon approval and acceptance by West in St. Paul, Minnesota.

**CLEAR Passwords.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Oklahoma law. The state and federal courts sitting in Oklahoma will have exclusive jurisdiction over any claim arising from or related to this agreement. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges in accordance with Oklahoma law. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 45 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. 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. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report..

**Returns.** If Subscriber is not completely satisfied with any print product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's up to then-current returns policies. CLEAR Charges are non-refundable.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

The CLEAR<sup>®</sup> Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature X \_\_\_\_\_

For Credit Card Transactions only:                      Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
 Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_