

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST SHEET

For The 6/23/2010 Agenda
(DATE)

DEPARTMENT: Sheriff REQUESTED BY: Angela Barber x. 1944

REQUISITION NO: 11007856 REQUISITION SHEET ATTACHED: X YES N/A

NAME OF FUNDS: 1160.5100.54030 (Service Fees, Sheriff, Subscription)

FUND NUMBERS: 1160 ; 5100 ; 54030 ; 2011

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES X NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: E-mail Copy

AGENDA ITEM READS AS FOLLOWS:

FY 2010-2011 Contract between the Sheriff's Office and West Publishing Corporation \$ 6,354.00
for Annual Service Agreement for CLEAR (Consolidated Lead Evaluation and Reporting),
a secure web-based interface for law enforcement investigators for (5) users.

APPROVED BY DA
(If Applicable)

Asst. District Attorney

APPROVED BY Engineer
(If Applicable)

County Engineer

APPROVED BY PURCHASING
(If Applicable)

Purchasing Agent

Please initial that document has been reviewed for privacy-protected or security information.

DISTRICT ATTORNEY: Re YES N/A

COUNTY CLERK: Re YES N/A

Indicate any privacy-protected information that exists

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: _____

Chairman

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.


IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6/11/10
COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **FY 2010-2011 Agreement between the BOCC, the Sheriff's Office, and West Publishing Corporation for Annual Service for CLEAR (Consolidated Lead Evaluation and Reporting), a secure web-based interface for law enforcement investigators for (5) users.**

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 6/15/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 15 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: 

STATE OF OKLAHOMA
TALAMON COUNTY
RECORDED OR FILED
2010 JUN 16 A 10:55
CLERK

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-11-2010

Requisition No--: 11007856
Requisition Type--: Purchase Requisition
Creation Date--: 06-11-2010
Description--: Blanket for FY10-11 Annual service agreement for CLEAR (Consolid

Requestor Qty/Amt Unit Price Line Amt Category

Barber, Angela M 6,354 \$ 1.00 \$6,354.00 SERVICE.SUBSCRIPTION
Item Description: Blanket for FY10-11 Annual service agreement for CLEAR (Consolidated Lead Evaluation and Reporting), a secure web-based interface for law enforcement investigators for (5)
Vendor: WEST PUBLISHING CORPORATION DBA THOMPSON Distribution: 1160.5100.54030.2011

Requisition Total: \$6,354.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

Subscriptions
Sheriff
SUC Fees

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July 20 10

BETWEEN the COUNTY: The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: **Oklahoma County Sheriff's Office**
Contact Person: **Angela Barber**
Telephone Number: **405-713-1944**

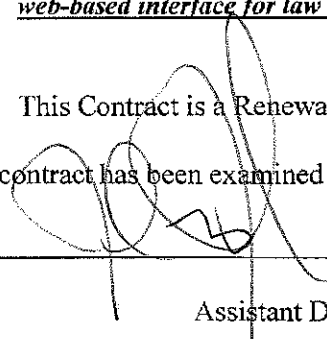
and the VENDOR: *Thomson-Reuters-West Publishing Corporation*
Address: *613 West 38th Street*
Sand Springs, OK 74063
Contact Person: *Cody Miller*
Telephone Number: *918-955-2645*
E-Mail: *cody.miller@thomsonreuters.com*

for the following services:

Annual service agreement for CLEAR (Consolidated Lead Evaluation and Reporting), a secure web-based interface for law enforcement investigators for (5) Users.

This Contract is a Renewal _____, New X Contract.

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.



Assistant District Attorney
Date 6/15/2010

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 87 page of attachments

ARTICLE 1
MAINTENANCE/SERVICES

The Vendor shall supply the following services, as required by the Contract and Bid Specifications: (describe item/s and serial numbers/s to be maintained)

Annual service agreement for CLEAR (Consolidated Lead Evaluation and Reporting), a secure web-based interface for law enforcement investigators for (5) Users.

The terms and conditions in the Contract shall apply to this Contract Renewal except to the extent modified herein. Except as otherwise indicated, defined terms in this Contract Renewal have the same meaning as in the contract.

ARTICLE 2
INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this Contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1st, 2010 and shall terminate on June 30th, 2011. The Contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a thirty (30) day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

ARTICLE 4
CONTRACT AMOUNT

The County shall pay the Vendor for the services as follows:

\$105.90 per user for 5 users per month = \$529.50 total per month
for a total of 12 months, the overall annual total is \$6,354.00.

ARTICLE 5
MISCELLANEOUS PROVISIONS

This Contract shall be deemed to incorporate the CLEAR Subscriber Agreement, Order Form and AVC Form.

ARTICLE 6
BLANKET PURCHASE ORDER

MP 

This Contract is null and void unless the amount of the Contract has been encumbered by the Oklahoma County Clerk. Upon approval of this Contract Renewal, a Blanket Purchase Order Number will be issued by Oklahoma County as set out below.

ARTICLE 7
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County ~~_____~~

 Chairman
~~Department Head~~

ATTEST:

Carolynn Caudill, County Clerk

Please Sign & Return

VENDOR:
West Publishing Corporation

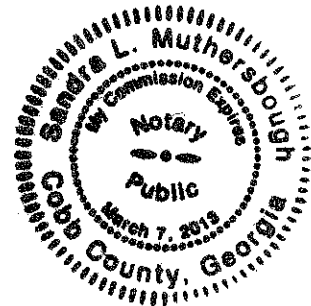
By: Michael Perrett

Attest or Notary:

Laundra L. Muthersbough Please Sign & Return

Requisition Number 11007850

Blanket Purchase Order Number _____



PENDING APPROVAL

WEST ORDER FORM - CLEAR
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

WEST®
 A Thomson Reuters business

Check West account status below as applicable:		Rep Name & Number _____	
New <input type="checkbox"/> (NACI Form attached)		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Existing with no changes <input checked="" type="checkbox"/>			
Acct # _____	PO # _____	Date _____	
Name/Subscriber <u>Oklahoma County Sheriff</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Angela Barber</u>			
E-Mail <u>soangbar@oklahomacounty.org</u>			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) <u>same</u>			
E-Mail <u>same</u>		Telephone <u>same</u>	
CLEAR Primary Account Contact Name (general business contact) <u>same</u>			
E-Mail <u>same</u>		Telephone <u>same</u>	
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____	County _____ Zip _____

REQUIRED

IF NEEDED

CLEAR Products Section

Full Svc #	CLEAR Products	# of Users	Monthly Banded	Other	Total Monthly CLEAR Charges
41011056	CLEAR WEB ANALYTICS	5			529.60

Notes:

Total Monthly CLEAR Charges \$ 529.60

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 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 for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the initial 12 months.

 Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the initial 12 months and Monthly CLEAR Charges for the third 12 months not to increase by more than _____% over the Monthly CLEAR Charges for the second 12 months.

 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.

Internal Use Only		
CLEAR #Atty		BND
Gtwy	3 X MON	

PENDING APPROVAL

	Usage Logging Type <i>Required for, and applicable to, only accounts with arrest powers.</i>	
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Usage Logging

Authorized law enforcement agencies may request that user input values entered in a search or report request be "blind logged", all other customers will be restricted to "standard logging". If you have questions regarding this option, you may contact your account representative. Authorized law enforcement agencies choosing Blind Logging should initial the **Blind Logging** option below, all other entities should initial the **Standard Logging** selection.

→ **Standard Logging**
→ **Blind Logging**

West reserves the right to change the Logging type based upon credentialing and account validation.

IP Address Section		
<p>Valid IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none">• 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. <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p>		RE QUI RE D
→ Subscriber's Internet Service Provider _____		
→ IP Address(es) _____ Additional page(s) may be attached if needed		
IP Address Range(s) Additional page(s) may be attached if needed		
Range 1: Beginning IP Address _____ Ending IP Address _____		
Range 2: Beginning IP Address _____ Ending IP Address _____		
_____ Subscriber initials if requesting roaming access to CLEAR for users outside of Subscriber organization's IP address/range. Please note that if this is requested, Subscriber's users will be able to access from any IP address assigned to the United States.		
If you do not know your company's external IP address(s), try the following:		
<ol style="list-style-type: none">1. Contact your network administration, firewall or security team2. 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)		I F A P P L I C A B L E
Name (please print) _____		
Telephone _____		
E-Mail _____		

PENDING APPROVAL

CLEAR Users, My Account Administrator and Authorized QuickView+ User
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Last Name	First Name, M.I.	Email Address	Phone Number	IN	AD	AN	SV	TC
→ Back	Curtis	socurbac@oklahomaCounty.org	(405) 713-1017	X				
Bolles	Ralph	Sorabbal@oklahomaCounty.org	(405) 713-1063					
Cunningham	Mike	Somikcun@oklahomaCounty.org	(405) 713-1085	X				
Gregory	David	Sodavgre@oklahomaCounty.org	(405) 713-1052	X				
Johns	Mark	mjohns@oklahomaCounty.org	(405) 713-1081	X				

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 Cannon First Name, M.I. Scott E-Mail Scannon@oklahomacounty.org
(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. # _____

CLEAR Renewals
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

CLEAR Products Sub Material Number	CLEAR Product



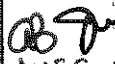

____ Subscriber's Initials for 12 Month Renewal Term* Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be _____% more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal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

____ Subscriber's Initials for 24 Month Renewal Term* Subscriber agrees to commit to an additional 24 months. The Monthly CLEAR Charges for the first additional 12 months shall be _____% more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be _____% more than the Monthly CLEAR Charges for the first additional 12 months.

____ Subscriber's Initials for 36 Month Renewal Term* Subscriber agrees to commit to an additional 36 months. The Monthly CLEAR Charges for the first additional 12 months shall be _____% more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be _____% more than the Monthly CLEAR Charges for the first additional 12 months. The Monthly CLEAR Charges for the third additional 12 months shall be _____% more than the Monthly CLEAR Charges for the second additional 12 months.

* 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.

PENDING APPROVAL

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
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:	
→	 <p>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.</p>
→	 <p>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.</p>
→	 <p>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.</p>
→	 <p>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:</p> <ul style="list-style-type: none"> • 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.

Print Products/Other Products					
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

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.

Subscription Service and Passwords. Subscription services may consist of updates and/or supplements to the service, including but not limited to Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at up to then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at up to then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber. 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 Publishing Corporation, ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, CLEAR Charges or open account charges remain unpaid 30 days after becoming due, all unmatrued 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. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. 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.

PENDING APPROVAL

Full Svc #	CLEAR Products to be Lapsed	CLEAR Products

The CLEARSM 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 *Angela Barber* (for the Oklahoma County Sheriff's Office) Date 06/11/10

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Angela Barber

Title Finance Supervisor

Date 06/11/10

Signature X *Angela Barber* (for the Oklahoma County Sheriff's Office)

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

CLEARSM Services Subscriber Agreement

WEST[®]

A Thomson Reuters business

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Government 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.

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"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to any other restrictions. 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 requires 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 (collectively "privacy laws") 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 will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon by the parties in writing. 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, charges may be modified at any time upon notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. Charges are exclusive of 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"). 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 databases and information shall be billed to Subscriber at then current rates in addition to any other applicable fees. In the event Subscriber is charged a monthly guarantee for usage, West will review Subscriber's actual monthly charges based upon the then-current monthly guarantee. In the event Subscriber's actual charges during a month exceed by more than three times the then-current monthly guarantee, West may limit access to live gateways for the remainder of the 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

PENDING APPROVAL

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 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. 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. **Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement.~~

9. **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.

10. **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 the 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. This Agreement shall automatically renew on a month-to-month basis unless either party provides the other with written notice of its intent not to renew 30 days prior to the end of the then-current term. West reserves the right to increase pricing during such renewal period(s) in accordance with its standard policies and practices.~~

~~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, West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if: (i) Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West discovers a material violation or breach of this Agreement; (iii) West reasonably believes that Subscriber's use of Data violates any applicable law or regulation; or (iv) Subscriber's use of Data under this Agreement may result in a risk to public safety, including but not limited to the safety of private individuals.~~

11. **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 and agreement between West and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of West's suppliers' services may be governed by terms and conditions different than or in addition to those herein. By receipt of such supplier services, Subscriber agrees to, and shall comply with, such different and/or additional terms of suppliers and such changes to this Agreement as West shall make from time to time by notice to Subscriber. 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 or online notice. Any other amendment must be in writing and signed by both parties.

12. **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.

13. **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 set forth below.

14. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota 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.

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