



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **MA200000000689**

CURRENT CONTRACTOR	WEST PUBLISHING CORP
	610 Opperman Drive
	Eagan MN 55123
	Kyle Keene
	202-843-6658
	kyle.keene@thomsonreuters.com
CV0050333	

NEW CONTRACTOR	WEST PUBLISHING CORP
	2900 Ames Crossing Road
	Suite 100
	Eagan MN 55121
	Ken Trudeau
	763-326-6687
TRGovMSA@thomsonreuters.com	
CV0050333	

STATE CONTACTS				
Program Manager	Various	Various	Contract Administrator	
				Emily Massa
				(517) 897-7321
			massae@michigan.gov	

CONTRACT SUMMARY			
STATEWIDE PERSONAL INFORMATION RESEARCH DATABASES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2020	March 31, 2023	3 - 1 Year	March 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	0 Months	<input checked="" type="checkbox"/>	9 Months	December 31, 2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,800,000.00		\$0.00	\$1,800,000.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective March 17th, this contract is hereby extended through December 31st 2026.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on March 17th, 2026.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
LARA	Brittanie Davis		DavisB48@michigan.gov
DNR	Brooke Jones	517-284-5926	JonesB30@michigan.gov
MDE	Carol Munroe	517-241-3329	MunroeC@michigan.gov
MSHDA	Dace Koenigsknecht		KoenigsknechtD1@michigan.gov
DIFS	Darcie Payne		PayneD3@michigan.gov
MSL	Jessica Mullen		MullenJ3@michigan.gov
MDOS	Jonathon Khon	517-241-3886	KhonJ@michigan.gov
MDHHS	Joseph Thiel	616-204-8390	ThieU@michigan.gov
AG	Kari Anders	517-335-0722	andersk@michigan.gov
MCSC	Kimberly Davis	517-241-8115	davisK5@michigan.gov
LEO	Kristin Myers	517-241-3661	MyersK6@michigan.gov
EGLE	Lisa VanOstran	517-599-7680	VanOstranL@michigan.gov
MGCB	Marina Kotsifis	517-241-0347	KotsifisM@michigan.gov
MSP	Paula Hurst		HurstP3@michigan.gov
MDCR	Rebecca Powell	313-456-3832	PowellN@michigan.gov
MDHHS	Sonya Butler	517-241-7728	BUTLERS2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **20000000689**

CONTRACTOR	WEST PUBLISHING CORP
	610 Opperman Drive
	Eagan, MN 55123
	Kyle Keene
	202-843-6658
	kyle.keene@thomsonreuters.com
	CV0050333

STATE	Program Manager	Various	SW
STATE	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY

STATEWIDE PERSONAL INFORMATION RESEARCH DATABASES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2020	March 31, 2023	3 - 1 Year	March 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2, 1 - year	<input type="checkbox"/>	N/A	March 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,800,000.00	\$0.00	\$1,800,000.00		

DESCRIPTION

Effective January 24th, 2024, the following changes are hereby incorporated into this contract:

- The remaining two option years available on this contract are hereby exercised. The revised contract expiration date is March 31st, 2026.
- The contract administrator has been changed in Emily Massa.

Email: Massae@michigan.gov
 Phone number: 517-897-7321

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
AG	Kari Anders	517-335-0722	andersk@michigan.gov
MDCR	Rebecca Powell	313-456-3832	PowellN@michigan.gov
MCSC	Kimberly Davis	517-241-8115	davisK5@michigan.gov
MDHHS	Sonya Butler	517-241-7728	BUTLERS2@michigan.gov
MDHHS	Joseph Thiel	616-204-8390	ThielJ@michigan.gov
MGCB	Marina Kotsifis	517-241-0347	KotsifisM@michigan.gov
DNR	Brooke Jones	517-284-5926	JonesB30@michigan.gov
MSP	Victoria Olivarez	517-284-3304	OlivarezV1@michigan.gov
MDE	Carol Munroe	517-241-3329	MunroeC@michigan.gov
EGLE	Lisa VanOstran	517-599-7680	VanOstranL@michigan.gov
LARA	Brenda Davis	517-256-7482	DavisB24@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
MDOS	Jonathon Khon	517-241-3886	KhonJ@michigan.gov
MSHDA	Jennifer Edmonds	517-241-6819	EdmondsJ@michigan.gov
MSL	Joseph Froehlich	517-449-4593	FroehlichJ1@michigan.gov
LEO	Kristin Myers	517-241-3661	MyersK6@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **200000000689**

CONTRACTOR	WEST PUBLISHING CORP
	610 Opperman Drive
	Eagan, MN 55123
	Kyle Keene
	202-843-6658
	kyle.keene@thomsonreuters.com
	CV0050333

STATE	Program Manager	Various	SW
	Contract Administrator	Jillian Yeates (517) 275-1131 yeatesj@michigan.gov	DTMB

CONTRACT SUMMARY

STATEWIDE PERSONAL INFORMATION RESEARCH DATABASES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2020	March 31, 2023	3 - 1 Year	March 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		March 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,800,000.00	\$0.00	\$1,800,000.00		

DESCRIPTION

Effective April 1, 2023, this Contract is hereby amended as follows:

- This Contract is exercising the first option year. The revised expiration date is March 31, 2024.
- The Contractor Representative and Contract Administrator has been updated to Kyle Keene, (i.e., Section 4.1, Section 4.5).

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
AG	Kari Anders	517-335-0722	andersk@michigan.gov
MDCR	Rebecca Powell	313-456-3832	PowellIN@michigan.gov
MCSC	Kimberly Davis	517-241-8115	davisK5@michigan.gov
MDHHS	Sonya Butler	517-241-7728	BUTLERS2@michigan.gov
MDHHS	Joseph Thiel	616-204-8390	ThielJ@michigan.gov
MGCB	Marina Kotsifis	517-241-0347	KotsifisM@michigan.gov
DNR	Brooke Jones	517-284-5926	JonesB30@michigan.gov
MSP	Victoria Olivarez	517-284-3304	OlivarezV1@michigan.gov
DTMB	Terry Mead	517-335-4062	MeadT@michigan.gov
MDE	Carol Munroe	517-241-3329	MunroeC@michigan.gov
EGLE	Lisa VanOstran	517-599-7680	VanOstranL@michigan.gov
LARA	Brenda Davis	517-256-7482	DavisB24@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
MDOS	Jonathon Khon	517-241-3886	KhonJ@michigan.gov
MSHDA	Jennifer Edmonds	517-241-6819	EdmondsJ@michigan.gov
MSL	Joseph Froehlich	517-449-4593	FroehlichJ1@michigan.gov
LEO	Kristin Myers	517-241-3661	MyersK6@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **20000000689**

CONTRACTOR	WEST PUBLISHING CORP
	610 Opperman Drive
	Eagan, MN 55123
	Colleen Ostwald
	734-492-4146
	colleen.ostwald@tr.com
	CV0050333

STATE	Program Manager	Various	SW
	Contract Administrator	Jillian Yeates (517) 275-1131 yeatesj@michigan.gov	DTMB

CONTRACT SUMMARY

STATEWIDE PERSONAL INFORMATION RESEARCH DATABASES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2020	March 31, 2023	3 - 1 Year	March 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,800,000.00	\$0.00	\$1,800,000.00		

DESCRIPTION

Effective January 1, 2023, the following changes are hereby incorporated into this Contract:

- General Terms and Conditions is hereby modified to include Section 14. Administrative Fee and Reporting and Section 15. Extended Purchasing Program, as follows:

Section 14. Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor on all transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.theplayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

Section 15. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to other states (including governmental subdivisions and authorized entities).

If extended, Contract must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

2. The following Staffing sections have been updated as follows:

Section 4.1, Contractor Representative has been updated to Colleen Ostwald, Client Manager;

Phone: 734-492-4146;

Email: colleen.ostwald@tr.com

Section 4.5, Dedicated Personnel, has been updated to:

Contract Administrator; Colleen Ostwald; Client Manager; Michigan; Training, Support, Account Management
Sales Representative; Christopher Copping; Account Executive; Michigan; Orders, Purchasing

3. Schedule B Pricing, Option 6, Custom Packages has been hereby updated to include the following: "Contractor can also provide agencies with free trial access."

4. Please note that the Program Manager for LARA has been updated to Brenda Davis, davisb24@michigan.gov, 517-256-7482; the Program Manager for MSL has been updated to Joseph Froehlich, froehlichj2@michigan.gov, 517-449-4593, the Program Manager for MSHDA has been updated to Jonathan Hilliker, hillikerj1@michigan.gov, 517-241-3649, and the Program Manager for MDHHS has been updated to Joseph Thiel, thielj@michigan.gov, 616-204-8390.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
AG	Kari Anders	517-335-0722	andersk@michigan.gov
MDCR	Rebecca Powell	313-456-3832	PowellN@michigan.gov
MCSC	Kimberly Davis	517-241-8115	davisK5@michigan.gov
MDHHS	Sonya Butler	517-241-7728	BUTLERS2@michigan.gov
MDHHS	Joseph Thiel	616-204-8390	thielj@michigan.gov
MGCB	Marina Kotsifis	517-241-0347	KotsifisM@michigan.gov
DNR	Brooke Jones	517-284-5926	JonesB30@michigan.gov
MSP	Victoria Olivarez	517-284-3304	OlivarezV1@michigan.gov
DTMB	Terry Mead	517-335-4062	MeadT@michigan.gov
MDE	Carol Munroe	517-241-3329	MunroeC@michigan.gov
EGLE	Lisa VanOstran	517-599-7680	VanOstranL@michigan.gov
LARA	Brenda Davis	517-256-7482	DavisB24@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
MDOS	Jonathon Khon	517-241-3886	KhonJ@michigan.gov
MSHDA	Jonathan Hilliker	517-241-3649	HillikerJ1@michigan.gov
MSL	Joseph Froehlich	517-449-4593	FroehlichJ1@michigan.gov
LEO	Kristin Myers	517-241-3661	MyersK6@michigan.gov



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 525 W. Allegan St., Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000000689**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	West Publishing Corporation
	610 Opperman Drive
	Eagan, MN 55123
	Jonah Fitz
	717-602-6500
	Jonah.fitz@tr.com
	CV0050333

STATE	Program Manager	Multiple – See Attached	
	Contract Administrator	Jillian Yeates	DTMB
		517-275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: STATEWIDE PERSONAL INFORMATION RESEARCH DATABASES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2020	March 31, 2023	3, 1-Year	March 31 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<p>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #200000002471. Orders for delivery will be issued directly by the Departments through Delivery Orders (DO) and other specifications outlines in Schedule A, Section 6.</p> <p>This Contract amends all agreements for CLEAR, including but not limited to any West Order Forms or agency purchase orders, between the State of Michigan, or its agencies, and West, currently governed by the State of Michigan Department of Management and Budget Acquisition Services Contract, #071B0200323 between the State of Michigan and West Publishing Corporation (collectively all such order form or purchase orders are referred to as the "Agreements"). All references to 071B0200323 in the Agreements shall be replaced in their entirety with # 200000000689, and the Agreements shall be governed by the terms</p>			

of CONTRACT #20000000689.

All other terms and conditions, including pricing and term length of the Agreements shall remain unchanged.

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION

\$1,800,000.00

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	AG	Kari Anders	517-335-0722	andersk@michigan.gov
2	MDCR	Rebecca Powell	313-456-3832	powelln@michigan.gov
3	MCSC	Kim Davis	517-241-8115	Davisk5@michigan.gov
4	MDHHS	Sonya Butler	517-241-7728	Butlers2@michigan.gov
5	MDHHS	Michelle Lee	517-284-4008	Leem24@michigan.gov
6	MGCB	Marina Kotsifis	517-241-0347	kotsifism@michigan.gov
7	DNR	Brooke Jones	517-284-5926	Jonesb30@michigan.gov
8	MSP	Victoria Olivarez	517-284-3304	Olivarezv1@michigan.gov
9	DTMB	Terry Mead	517-335-4062	meadt@michigan.gov
10	MDE	Carol Munroe	517-241-3329	munroec@michigan.gov
11	EGLE	Lisa VanOstran	517-599-7680	vanostranL@michigan.gov
12	LARA	Daniel Pulter	517-335-4226	pulterd@michigan.gov
13	DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
14	MDOS	Jonathan Khon	517-241-3886	khonj@michigan.gov
15	MSHDA	Jennifer Edmonds	517-241-6819	edmondsj@michigan.gov
16	MSL	Blaine DeGracia	517-335-7168	degraciab@michigan.gov
17	LEO	Kristin Myers	517-241-3661	Myersk6@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jillian Yeates, Category Specialist

Name & Title

Department of Technology, Management & Budget
Agency

Date



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” or “the State” means the client, customer or subscriber identified in the order form.

Your order form identifies the products and services, and the quantities, and charges of your order (which will reflect the charges set forth in Schedule B). The order form also refers to and incorporates documents which may apply to the products or services you selected. This Agreement, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Products and Services purchased pursuant to this Agreement. This Agreement supersedes and replaces all previous understandings and agreements between the parties related to the Products and Services.

This Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and West Publishing Corporation (“**Contractor**”), a Minnesota Corporation. This Contract is effective on April 1, 2020 (“**Effective Date**”), and unless earlier terminated, will expire on April 1, 2023 (the “**Term**”).

This Contract may be renewed for up to three (3) additional one (1) year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Change Notice.

1. OUR PRODUCTS & SERVICES

a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products.

c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

e) **Usage Information.** We may collect anonymized information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms to the extent allowed by law. We understand that you cannot indemnify third parties and do not agree to be bound by anything other than the laws of Michigan and applicable federal law.

g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are a governmental agency that provides audit, tax, accounting, or legal services to your clients (including other government agencies) or that otherwise provides governmental services to the general public, this Section 1(h) does not preclude you from using our products to benefit your clients or the general public in the ordinary course of providing governmental services.

i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the Order Form or a statement of work.

j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's content and will use reasonable efforts to remedy identified security vulnerabilities.

2. INFORMATION SERVICES

a) **License.** In the ordinary course of your governmental services and for your governmental purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, during the ordinary course of your

governmental business or for governmental purposes ; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

a) **License.** You may install and use our software and documentation only for your own governmental purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. THOMSON REUTERS HOSTED SOFTWARE

a) **License.** You may use our hosted software only for your own governmental purposes.

b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

c) **Content.** Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from any available backup copy.

5. CHARGES

a) **Payment and Taxes.** All undisputed amounts are payable within 45 days of the State's receipt in accordance with MCL 17.52 and MCL 17.54. Thomson Reuters may only charge for Products and Services performed or provided as specified in CLEAR Schedule A and Schedule B or an order form (which will reflect the charges set forth in Schedule B). The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Products and Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Thomson Reuters is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Agreement.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Thomson Reuters of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Thomson Reuters' continuing obligations, including claims for deficiencies or substandard Products or Services. Thomson Reuters' acceptance of final payment by the State constitutes a waiver of all claims by Thomson Reuters against the State for payment under this Agreement, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Thomson Reuters must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Thomson Reuters does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Thomson Reuters against any amount payable by the State to Thomson Reuters under this Agreement.

b) **Changes.** Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice. However, new prices will only be applicable to the State if the changes are appended to this Agreement through a Change Notice.

c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form. Payment under this provision shall be Thomson Reuters' sole and exclusive remedy to cure these issues.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including the General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

EXCLUSION OF WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF WE ARE UNABLE TO CORRECT A SOFTWARE ERROR YOU REPORT IN A REASONABLE PERIOD AND MANNER, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES. THE LICENSES WILL IMMEDIATELY TERMINATE.

DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.

NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISION MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING LEGAL, TAX AND ACCOUNTING, COMPLIANCE, FINANCIAL AND/OR RISK

MANAGEMENT DECISIONS. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) OR BUSINESS INTERRUPTION EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your requirement to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters and that were not designed to work with Thomson Reuters' products; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the intellectual property protections found in this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control Thomson Reuters' portion the defense and settlement. The State will notify Thomson Reuters in writing if indemnification is sought; however, failure to do so will not relieve Thomson Reuters, except to the extent that Thomson Reuters is materially prejudiced.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Thomson Reuters will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

d) **Your Responsibilities.** You are responsible for (i) complying with this Agreement; (ii) proper use of our products and services in accordance with all usage instructions and operating specifications; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 9(c); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, at your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

a) **Term.** The term and any renewal terms for the products and services are described in your order form.

b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a

court or regulator; (ii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 60 days, we may suspend, limit or terminate the Agreement in whole or in part.

c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement may be considered a material breach for this purpose if the State has not disputed an invoice pursuant to Section 5(a) of this Agreement and applicable Michigan law. The State may immediately terminate this Contract in whole or in part without penalty due to lack of appropriation or budget shortfalls. Except for print products, the State may terminate this Contract in whole or in part, without penalty and for any reason, after completing the initial 12 month term of the applicable Order Form being terminated. Except in the case of termination for non-appropriation or negative appropriation, if the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities as defined in Schedule A, the Statement of Work.

d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other, to the extent permitted by law and applicable record retention policies, and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 90 days prior written notice and the parties agree to incorporate such changes to the Agreement via Change Notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 90 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

Neither party may be liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

No other third parties have any rights or remedies under the Agreement.

13. GENERAL

a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent, unless otherwise required by law or Executive Order. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity qualified to do business in the State of Michigan that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement; provided, however, that We will not seek access to the State's systems to complete this review. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of Michigan and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of Michigan located in Ingham County to settle all disputes or claims arising out of or in connection with the Agreement.

e) **Precedence.** If there is a conflict between documents, the order of precedence is: (a) first, the General Terms and Conditions, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Agreement as of the Effective Date. NO TERMS ON THOMSON REUTERS' INVOICES, ORDERING FORMS OR DOCUMENTS (with the exception of the products, services, charges (which will be consistent with those set forth in Schedule B) Account Validation and Certification Form, and quantities provided on the Order Forms), WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE PRODUCTS OR SERVICES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON YOU (IE. THE STATE AND ITS AGENCIES) FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY YOU (IE. THE STATE AND ITS AGENCIES), EVEN IF ACCESS TO OR USE OF THE PRODUCTS OR SERVICES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. For avoidances of doubt, all schedules and exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following schedules are attached hereto and incorporated herein:

Schedule A – Statement of Work

Schedule B – Pricing

Schedule C – Supplier Additional Terms and Disclaimers

Schedule D – West Order Forms

Schedule E – Insurance Requirements

f) **(Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

h) **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Thomson Reuters and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, or any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

i) **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Thomson Reuters or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

j) **Strategic Partners.** Thomson Reuters warrants that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

k) **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Thomson Reuters to verify compliance with the Contract. Thomson Reuters must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 3 years after the latter of termination, expiration, or final payment under the Contract or any extension.

STATE OF MICHIGAN

Master Agreement No.200000000689
Statewide Personal Information Research Databases

SCHEDULE A STATEMENT OF WORK

BACKGROUND

The State of Michigan agencies and departments require multiple combinations of internet-based, research databases, and libraries, as such information is considered critical for the State to carry out the missions of each respective agency and department.

SCOPE

This Contract is for a Contractor to provide electronic access and use of various current and continuously updated personal information databases, including libraries and related services for online reference in research.

REQUIREMENTS

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. General Requirements

A. General Online System Requirements

Contractor must meet the following requirements for all online services in this Contract:

- 1) Subscription services must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher both under the Windows and iOS operating systems. Microsoft Internet Explorer (version 11.0 or higher) is the Contractor's supported browser, although CLEAR is generally compatible with other browsers. The recommended minimum setting for monitor resolution is 1024 x 768. Additionally, the visualization capability in CLEAR's My Workspace requires Java 7 (JRE 7.0, 1.7.0_0x).
 - a. State Agencies' account management team will be in regular contact and will communicate any significant changes if applicable.
 - b. Contractor's Customer Technical Support and Customer Support teams' will have direct contact with customers to ensure that the voice of the customer is heard throughout the company.
- 2) 3) The Contractor will keep users apprised of any significant outages through the State's dedicated account management team. Contractor has a formalized process for identifying, tracking, escalating, resolving, and providing feedback regarding issues that may arise. Contractor has established policies and a governance structure to mitigate and respond to potential issues. An evolved Incident Management process is maintained, which ensures that identified anomalous activities are identified, escalated, and managed effectively. Contractor employs a tiered incident management and escalation model based on ITIL. Incidents are triaged based on criticality and assigned through incident leads in each region. Incident command follows documented response practices, as well as established communications and escalation practices. The Contractor must maintain a record system that documents the total number of units of services as defined in this Contract and delivered during each State fiscal term (October 1 through September 30) of the Contract. This annual usage report must

document the specific units billed to each agency/department and local unit and be provided to the Contract Administrator by October 31 of each year.

In addition, agency account administrators will be able to generate reports of their agency using QuickView+, an online account administration tool that is available with a CLEAR subscription.

B. Online Public Record/Personal Information:

The Contractor must provide access to public records and personal information which must include, but is not limited to, any and all public records regarding individuals, including:

- 1) Individual Addresses – current and past
- 2) Asset Check
- 3) Bankruptcy Filings/Information
- 4) Corporate Affiliations
- 5) Mortgages
- 6) Pending lawsuits of claims filed by the potential defendant: including personal injury claims and workers' compensation claims
- 7) Person Locator or tool that can pull information from an online presence/footprint
- 8) Personal Property Assets
- 9) Private Data Resources/Social History: including possible relatives and associates
- 10) Professional Licenses
- 11) Real Property Ownership (e.g. liens, etc.)
- 12) Telecommunication Resources: cell phone numbers and land phone numbers (private and unlisted)
- 13) Uniform Commercial Code (UCC) filings
- 14) Vehicle Identification Number Searches (nationwide)
- 15) Vehicle Registrations: including all motorized vehicles (e.g., automobiles, motorcycles, water-craft, and air-craft, etc.)
- 16) Voter Registration Information
- 17) Driver License Information
- 18) Court Judgments
- 19) Social Media Presence, e.g. Facebook, Twitter, etc.
- 20) Email
- 21) Utilities Information
- 22) Obituary, including possible relatives and associates
- 23) International Data Capabilities:
 - a. Canadian phone and address
 - b. Business Profile – Canadian and U.K. Businesses
 - c. International Business Profile
 - d. International patent records
 - e. International trademarks data
 - f. Global Sanctions
 - g. Work Affiliations
 - h. Worldbase
 - i. Worldscope

C. Skip Tracing/People Locator Service

The Contractor must provide skip tracing/people locator services. Skip tracing is used to locate certain information pertaining to individuals and businesses. This service must include the ability to search for information using specific data/search fields and must provide information for the individual or business.

- 1) The data fields which will be used by the State to search must include, but are not limited to:
 - a. Social Security Number
 - b. First Name

- c. Middle Name
- d. Last Name
- e. Aliases
- f. Business Name/DBA
- g. FEIN Number
- h. Address (current and past)
- i. Spouse's Full Name
- j. Address (current and past)
- k. Demographic History (e.g. last two (2) to three (3) addresses)
- l. Phone Numbers (landline and cell)
- m. Date of Birth
- n. Date of Death
- o. Age Range
- p. Driver's License Number / State ID Number
- q. Passport Number
- r. Relatives/Neighbors/Associates
- s. Additional Capabilities Available:
 - i. Soundex phonetic searching
 - ii. Advanced Name Search Options
 - iii. Partial Information

- 2) The data fields provided in response to the search must include, but are not limited to:
- a. Social Security Number
 - b. First Name
 - c. Middle Name
 - d. Last Name (current and past, including effective dates, based on the dates that the records list)
 - e. Aliases
 - f. Professional Titles (e.g., Dr., DDS, PLLC)
 - g. Business Name/DMB
 - h. FEIN
 - i. Address (past and current)
 - j. Spouse's Full Name (including effective dates, based on the dates that the records list)
 - k. Address (current and all past, including effective dates, based on the dates that the records list)
 - l. E-mail Address (current and at least one (1) past, including effective dates, based on the dates that the records list)
 - m. Demographic History (e.g., last two (2) to three (3) addresses)
 - n. Phone Numbers (current, and all past landline and cell, including effective dates, based on the dates that the records list)
 - o. Date of Birth
 - p. Date of Death
 - q. Age
 - r. Gender
 - s. Place of Employment
CLEAR includes the following employment information, as available: Business Affiliation, Address and Phone Number for the Subject and/or Business, Months Employed, and Professional License Information
 - t. Relatives/Neighbors/Associates
 - u. Driver's License Number/State ID Number
 - v. Passport Number
Passport information is available through the World Check Risk Intelligence feature.
 - w. Additional Features and Capabilities:

- i. Search Results: CLEAR users can select how the search results are displayed: as a list of Search Results, Dashboard Results, or a split view.
- ii. Interactive Dashboard Display and investigative Tool Options: Contact View, Quick Analysis Flags, Address Map, and Web Analytics.

D. Tax Liens

The Contractor's lien data must provide federal and state tax liens from selected courts in all 50 states and the District of Columbia.

E. Online Personal Background Information

The Contractor must provide access to personal background information that must include the following data:

- 1) Liens and Judgments
- 2) Bankruptcy Filings
- 3) UCC Filings
- 4) Vehicle(s) and boat(s) ownership and all other titled assets
- 5) Associates
- 6) Companies with which the subject is associated in management positions
- 7) Property ownership
- 8) Education background
- 9) Licenses (e.g. hunting, fishing, professional)

F. Online Law Enforcement Search Information

The Contractor must provide access to personal information for all 50 states, for law enforcement purposes, that may include the following information:

- 1) Property Owned
- 2) Driver License
- 3) Hunting/Fishing Licenses or Permits
- 4) Social Security Number, including others using the same SSN and date and location where SSN was issued
- 5) Birth Date
- 6) Current Address
- 7) Liens and Judgments
- 8) Vehicles owned (e.g. boats, snowmobiles, automobiles, airplanes) all other titled assets, including registrations
- 9) Criminal or Civil cases (all 50 States, including counties and local courts)
- 10) Sex offender registry searches
- 11) Criminal files (address history and alternate names associated with a Social Security Number (SSN))
- 12) Criminal background checks
- 13) Real Time incarceration for jails and prisons – Only available through Option 6
- 14) Associated Businesses
- 15) International background information – Only available through Option 6
- 16) Education
- 17) Relatives and Neighbors
- 18) Concealed Weapons Permits
- 19) Voter Registrations
- 20) Associates
- 21) UCC Filings
- 22) DEA Controlled Substances
- 23) Professional Licenses
- 24) Utility Information
- 25) FAA Pilots

26) Motor Vehicle Accidents

G. Business Related Research

- 1) License Searches – The Contractor must provide access to data from licensing entities (e.g., Food and Drug Administration, Federal Deposit Insurance Corporation, etc.) that may include the following information:
 - a. Verification that company/individual has a valid license
 - b. Verification of license status
 - c. Complaints and/or enforcement action against license

- 2) Financial Analysis – The Contractor must provide research tools and analysis for business fraud/risk that may include the following information (Only available under Option 6):
 - a. Business financial data
 - b. Industry averages
 - c. Tax status/activities
 - d. Company tax research tools

1.2. Additional Requirements

A. Beneficiary Data Discovery

CLEAR's SSA Death Records

B. Limit Death Master File

C. Deceased Member Asset Search Interface (CLEAR batch processing capability is only available under Option 6)

Files exchanged must be in a format defined by the State. This interface would be used to identify property owned by a deceased Medicaid member. A request file would be sent to the Contractor with deceased member information. The Contractor would use this information to match against their database and send back a response file including the member information with any property owned by the member.

1.3. Transition

The Contractor must provide for transition for individual accounts set up through this Contract so that services do not lapse.

1.4. Training

The Contractor must provide the following training at no additional cost:

- A. Internet-based personal information research database training and materials necessary to operate CLEAR.
- B. In-service training to State agency/department users on products, installation, and product safety issues, as needed, and at the request of the agency/departmental contact, during the period covered by the Contract.
- C. Training (at no additional cost) when systems are modified.
- D. Online and toll-free telephone help, including customer and technical support.
- E. Online tutorial.
- F. Contractor will provide a full range of training materials, including user manuals, quick-start guides, and quick reference cards.

2. IT Specific Standards

2.1 Secure Application Development Life Cycle (SADLC)

- A. Contractor agrees to work with the State in good faith to respond to security inquiries and complete security questionnaires, as requested by the State.
- B. Contractor agrees to assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

- C. Security Accreditation.** Contractor agrees to work with the State in good faith to respond to security inquiries and complete security questionnaires, as requested by the State.
- D. Application Scanning, Externally hosted solutions**
Contractor has implemented corporate security policies based on industry best practices. Contractor currently has implemented corporate security policies based on industry best practices. Contractor currently follows a 24x7x265 “follow the sun” Security Operations model, with a global response footprint and a main Cyber Fusion Center. Contractor’s Security Operations Center (SOC) uses foundational, advanced, and next-generation security tools and services, to provide security monitoring and protection of people, assets, and operations around the globe.
- E. Infrastructure Scanning, Externally hosted solutions**
Analytics, sensors, software agents, vulnerability scanners and application white-listing tools are deployed across data centers to help detect, disrupt, or deny malicious activities, including spoofing, hijacking and denial of services (DoS). Contractor also employs intrusion detection systems (IDS) and other proactive security monitoring tools in place to help defend Contractor’s operations 24/7. A dedicated team of security analysts provides continuous monitoring and analysis of the latest security threats to help identify and defeat malicious activities, and cyber hunters are employed to help address asymmetric threats.

2.2 Acceptable Use Policy

To the extent that Contractor has access to the State’s computer system, Contractor must comply with the State’s Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State’s system. The State reserves the right to terminate Contractor’s access to the State’s system if a violation occurs.

2.3 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

2.4 Access Control and Audit

Contractor agrees to provide sign-on access to CLEAR via its proprietary authentication tool called OnePass. OnePass allows all users to manage their login credentials (e.g., change a password, update a security question and answer, or look up a forgotten username). Contractor will enforce identity and access security controls to enterprise resources, product environments and applications. These controls adhere to established industry standards including least privilege, segregation of duties, unique IDs, password management and privileged access management.

Contractor will employ Privileged Access Management to secure administrator access at the system level. This adds multi-factor authentication and limited credential life span to reduce the risk of administrative account compromise. Capabilities integrated with privileged access management remove access automatically when employee leaves the company.

2.5 Data Retention

Information saved to CLEAR’s Workspace is saved indefinitely, until the user chooses to delete the data.

2.6 Security

Contractor will provide its current SOC 2 report upon request. The SOC 2 will be considered confidential and proprietary. Encryption in transit is done using TLS and for the data at rest, it is AES-256 bit encryption.

2.7 End-User Operating Environment

Please see Section 1.A.1.) for the end-user operating environment.

3. Acceptance

3.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Statement of Work:

- A. The Contractor will enter into an agreement with the agency department for services.
- B. Services provided must be within the scope of this Contract.
- C. Any user agreements between the Contractor and the agency department must reflect the attachments in this Contract, however, Order Forms and supporting documents may differ in appearance from those samples provided in this agreement.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Statement of Work, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Contractor Representative:

Jonah Fitz, Government Client Manager
Phone: 717.602.6500
Email: Jonah.fitz@tr.com

The Contractor must specify its toll-free number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 6 pm ET.

The Contractor will use commercially reasonable efforts to notify the Contract Administrator at least thirty (30) calendar days before removing or assigning a new Contractor Representative.

4.2. Customer Service Toll-Free Number, Technical Support, Repairs and Maintenance

- A. The Contractor must specify its toll-free number for the State to contact the Contractor for customer service, technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 7 am to 7 pm ET.
Toll-Free phone number of CLEAR Support, available 24/7: 877.242.1229

- B. The Contractor must provide helpdesk staff who are empowered to solve any issues regarding or related to:

- 1) Online Support: legalsolutions.thomsonreuters.com/support
- 2) Training: Provided by agencies' CLEAR Client Manager
- 3) Contact information for Technical Support:
Phone: 877.242.1229
Email: clear@tr.com
- 4) Billing Inquiries:
Telephone: 800.328.1229
Email: statesupport@tr.com

4.4. Work Hours

The Contractor must provide deliverables and services described in this Statement of Work during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. ET, and possible night and weekend hours depending on the requirements of the project.

4.5. Dedicated Personnel

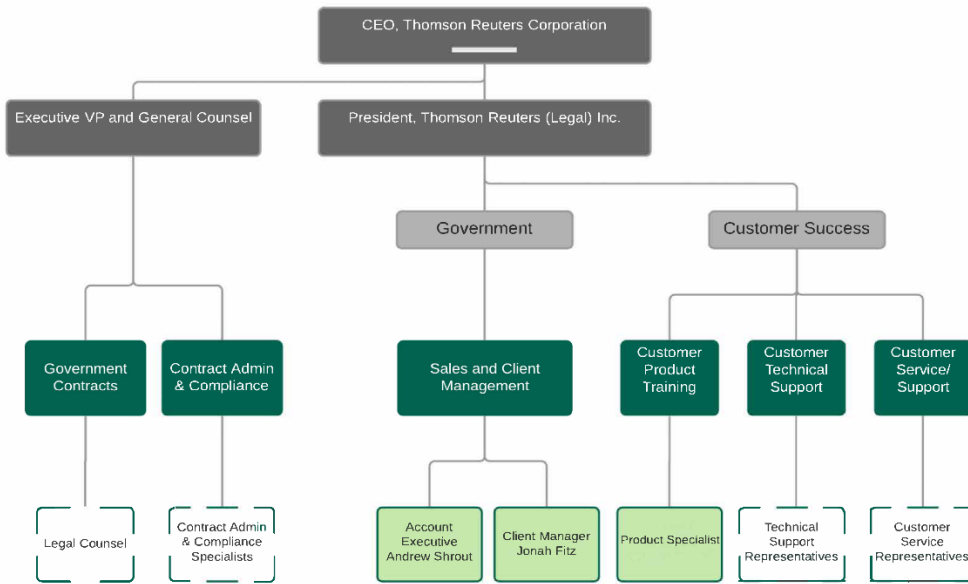
The Contractor must identify the Dedicated Personnel, indicate where they will be physically located, and describe the functions they will perform.

Title	Name	Role	Location	Functions
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Contract Administrator	Jonah Fitz	Client Manager	Maryland	Training Support Account management
Sales Representative	Andrew Shrout	Account Executive	Ohio	Orders Purchasing

4.6. Organizational Chart

The Contractor's Organizational Chart:



4.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the services.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the services that will be performed or provided by the subcontractor.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Contract Administrator and Agency/Department Program Managers for final approval.

A. Proposed Timeline:

Implementation Step	Anticipated Time Frame
Contract award and execution of Master Agreement with the State of Michigan.	TBD
Agency purchasing/ordering <ul style="list-style-type: none"> ▪ Subscription Request/Agreement ▪ Purchase Order/Delivery Order 	TBD
<ul style="list-style-type: none"> ▪ Meet with agency point-of-contact to discuss roll-out and implementation plan. 	Immediately following issuance of purchase order.

Order processing/account setup ▪ Identification of authorized users ▪ Issuance of user IDs/password registration keys	Within 7-10 days of issuance of purchase order.
Training: Client Manager will coordinate and complete training with agency office.	To begin immediately in accordance with the implementation plan.
Dedicated Government Account Management	Ongoing
Technical and Customer Support Available live 24x7 via telephone. Client Manager support is also available.	Ongoing
On-going Training and Support ▪ In-person ▪ Webinars ▪ One-on-one trainings via WebEx or other method ▪ Individual support ▪ Online self-paced trainings, videos, manuals and more.	Ongoing

B. Implementation

1) Communication and Outreach

Contractor will provide the State with a dedicated, skilled, and experienced account management team that will work closely with the State’s investigative professionals.

The State’s account management team will serve as a direct line of communication between the purchasing agency and the Contractor. Included in the account management team is the Client Manager who will be the primary point-of-contact for agencies throughout the contract term. The Client Manager will work with authorized contact(s) at an agency to deliver enterprise-wide communications on training, enhancements, and other information as required.

During the implementation period, communications will begin with personalized emails to either agency point-of-contact(s) or to agency end-users, depending on each agency’s desires and needs. These emails will be sent as soon as possible and prior to the contract start date, so that everyone is up-and-running quickly.

2) Training

Upon issuance of a purchase order/delivery order, Contractor will immediately begin to implement a comprehensive training program to ensure that agency users are trained in the most effective manner consistent with their training goals and objectives.

To efficiently train all users, Contractor will organize a system of agency contacts to help implement training classes and schedules. The Client Manager, in coordination with the agency and other members of the account management team, will be responsible for the coordination and delivery of all training. The Client Manager will work directly with designated agency contacts to implement appropriate plans and schedules to meet the training needs of each user. Each initial training class, whether in-person, by telephone or on the web, will include, at minimum:

- Assessing and logging in to CLEAR
- Choosing the proper template in which to conduct a search, and searching best practices
- Navigating and filtering search results, and finding source information for individual results
- Creating and delivering a customized report

During the training sessions, users would be assisted with password set-up and system preferences, as well as the CLEAR research platform. Several of the introductory sessions would be set up immediately, and the more advanced and/or customized sessions would be scheduled as well (at individual agencies’ discretion). If desired, a regular ongoing training schedule could be set up for the first several months of the new contract.

C. Ongoing Service and Support

Contractor will perform the following activities and procedures for supporting agencies and ensuring continued success with Contractor’s research solutions:

1) Account Management

- 2) Training
- 3) Technical Customer Support and Research Assistance

5.2. Meetings

The State may request meetings, as it deems appropriate.

5.3. Reporting

The Contractor must submit, to each Agency/Department Program Manager the reports listed below for the corresponding Agency/Department. The Contractor must include the Contract Administrator on communications regarding the reports listed below.

- A. **Annual Usage Report:** Annual Usage report that documents the specific units billed to each agency/department and local unit delivered during each State fiscal term (October 1 – September 30). This report must be delivered to the Contract Administrator by October 31st each year.

In addition, agency account administrators will have access to QuickView+, a free online billing and reporting service that provides administrators with user and usage reporting capabilities. QuickView+'s flexible reporting allows administrators to track usage by individual account, customized account group, client, user, and/or usage date.

Agencies' Client Manager will also be available to assist with account-related tasks. In addition, Contractor will work with the State to accommodate additional reporting.

6. Ordering

6.1. Authorizing Document

- A. The appropriate authorizing document for the Contract will be a signed Master Agreement and Delivery Order.
- B. The Contractor must not accept any orders for subscription services until a signed Master Agreement (MA) has been executed.
- C. The Contractor must only process requests for new accounts if the Agency/Department Program Manager has approved of the request. Requests from staff outside of the Agency/Department contact must not be processed.
- D. The Contractor must provide the following ordering capabilities for existing accounts:
 - 1) Agency account administrators will be able manage their agency's users, including user additions/deletions, from My Account, a secure, online tool for account management. In addition to the account tools available to agency administrators, agencies' Client Manager will be available to assist with account-related tasks, including user and password management.
- E. Individual accounts must only be agreed to with agreements that are incorporated into this Contract.

7. Pricing

7.1. Price Term

Pricing is firm for the first three (3) years of the Contract and for the additional three (3) option years, if exercised, all as provided in Schedule B.

8. Invoice and Payment

8.1. Invoice Requirements

- A. The Contractor must bill each agency/department direction for the subscription services on a monthly basis. Invoices must include, at a minimum:
 - 1) State agency/department name
 - 2) Description of service(s) used
 - 3) Quantity of service(s) used
 - 4) Cost per unit of service(s)

8.2. Payment Methods

The State will make payment for services through Electronic Funds Transfer (EFT).

8.3. Procedure

- A. Contractor must submit invoices to the State individual determined when creating/setting up an account.
- B. The State will approve of the invoice, and issue payment to the Contractor via the Payment Method identified in Section 7.2.
- C. Any unpaid invoices that exceed 90 days must be submitted to the Agency/Department contact to determine resolution. If the payment issue is not resolved in 120 days, the Contractor and Agency/Department contact must escalate the issue to the Contract Administrator. The Contractor must not suspend an account for nonpayment.

9. Services Levels

9.1. Time Frames

Unless otherwise stated in the Order Form, new service will begin the first day of the first month following receipt of the fully executed Contractor's Order Form (or Delivery Order), provided adequate time is available for implementing the contract. In general, to implement a contract, Contractor must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service

STATE OF MICHIGAN

Master Agreement No. 200000000689
Statewide Personal Information Research Databases

SCHEDULE B PRICING

1. Pricing includes all costs for the implementation, licensing, and ongoing support of the Services.
2. Pricing includes fixed-price fees for ongoing training beyond the initial Implementation Services.
3. Pricing includes any other additional products or services offered by Contractor that relates to this Contract.

Investigative Research Products

To meet the State's online personal information/investigative research needs, Contractor will provide access to the following Thomson Reuters CLEAR investigative research packages:

- **Option 1: CLEAR for Skip Tracing**
- **Option 2: CLEAR Investigations Basic**
- **Option 3: CLEAR Investigations Advanced**

Option 1: CLEAR for Skip Tracing

Option 1 provides access to CLEAR for Skip Tracing. CLEAR for Skip Tracing provides investigators and analysts with access to a core collection of essential data sources and functionality to assist them in locating and verifying information on individuals.

Option 1						
Proposed Product: Thomson Reuters CLEAR for Skip Tracing						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-10 Users	\$65	\$67	\$69	\$71	\$73	\$75
11-25 Users	\$63	\$65	\$67	\$69	\$71	\$73
26-50 Users	\$60	\$62	\$64	\$66	\$68	\$70
51-75 Users	\$55	\$57	\$58	\$60	\$62	\$64
75-100 Users	\$52	\$54	\$55	\$57	\$59	\$60
101+ Users	\$50	\$52	\$53	\$55	\$56	\$58

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED DATA SOURCES

- Person Records
- Business Records
- Phone Records
- Asset Records (limited filtered content)
- License Records (limited filtered content)
- Real Property Records (limited filtered content)
- Real-Time Live Data Gateways:
 - Reverse Phone Gateway
 - Experian Gateway

INCLUDED FEATURES AND SERVICES

- Sophisticated search technology
- Data source transparency
- Contact View
- Reports (Basic/Contact)
- Workspace
- Training (Initial and ongoing)
- Technical and research support
- Download, email, and print content
- Mobile access
- Account management tools

Option 2: CLEAR Investigations Basic

Option 2 provides access to CLEAR Investigations Basic. CLEAR Investigations Basic includes CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. CLEAR Basic includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. The dashboard display of results provides access to standard dashboard tools, such as Quick Analysis Flags and Address Map, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: CLEAR Basic does not include the TransUnion credit header gateway, Vehicles gateway, Web Analytics feature, or Dashboard Tools, including Graphical Display, News, Associate Analytics, Map Analytics, or Company Family Tree.)

Option 2						
Proposed Product: Thomson Reuters CLEAR Investigations Basic						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-10 Users	\$112	\$115	\$118	\$121	\$125	\$129
11-25 Users	\$109	\$112	\$116	\$119	\$123	\$126
26-50 Users	\$106	\$109	\$112	\$116	\$119	\$123
51-75 Users	\$102	\$105	\$108	\$111	\$115	\$118
75-100 Users	\$100	\$103	\$106	\$109	\$113	\$116
101+ Users	\$95	\$98	\$101	\$104	\$107	\$110

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED DATA SOURCES

- Person Records
- Business Records
- Phone Records
- Asset Records
- License Records
- Court Records
- Real Property Records
- Intellectual Property Records
- Real-Time Live Data Gateways:
 - Reverse Phone Gateway
 - Experian Gateway

INCLUDED FEATURES AND SERVICES

- Sophisticated search technology
- Data source transparency
- Vital Statistics
- Quick Analysis Flags
- Address Map
- Reports (Basic/Contact, Individual, and Company)
- Workspace
- Training (Initial and ongoing)
- Technical and research support
- Download, email, and print content
- Alerts (5 per user)
- Mobile access
- Account management tools

Option 3: CLEAR Investigations Advanced

Option 3 provides access to CLEAR Investigations Advanced. CLEAR Investigations Advanced provides access to not only the standard searching, reporting, and functionality that are available in CLEAR Basic, but also provides access to the TransUnion credit header gateway, Vehicles gateway, and Web Analytics. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. CLEAR Basic includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. The dashboard display of results provides access to standard dashboard tools, such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities.

The additional gateways in CLEAR Advanced provide additional sources of real-time information on people (TransUnion gateway) and vehicle registrations (Vehicles gateway), and Web Analytics provides access to web sources, which often divulge information not typically found in public records, such as photos, email addresses, business affiliations, political affiliations, news references, professional history, etc.

Option 3						
Proposed Product: Thomson Reuters CLEAR Investigations Advanced						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-10 Users	\$188	\$194	\$199	\$205	\$212	\$218
11-25 Users	\$185	\$191	\$196	\$202	\$208	\$214
26-50 Users	\$182	\$187	\$193	\$199	\$205	\$211
51-75 Users	\$178	\$183	\$189	\$195	\$200	\$206
75-100 Users	\$175	\$180	\$186	\$191	\$197	\$203
101+ Users	\$170	\$175	\$180	\$186	\$191	\$197

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED DATA SOURCES

- Person Records
- Business Records
- Phone Records
- Asset Records
- License Records
- Court Records
- Real Property Records
- Intellectual Property Records
- Web Sources
- Real-Time Live Data Gateways:
 - Reverse Phone Gateway
 - Experian Gateway
 - Transunion Gateway
 - Vehicles Gateway

INCLUDED FEATURES AND SERVICES

- Sophisticated search technology
- Data source transparency
- Vital Statistics
- Quick Analysis Flags
- Address Map
- Web Analytics
- Reports (Basic, Contact, Individual, and Company)
- Workspace
- Training (Initial and ongoing)
- Technical and research support
- Download, email, and print content
- Alerts (5 per user)
- Mobile access
- Account management tools

Enhanced Due Diligence and Fraud/Waste Prevention Products

In addition, the Contractor will provide the following additional product offerings:

- **Option 4: CLEAR Risk Inform Basic**
- **Option 5: CLEAR ID Confirm**

Option 4: CLEAR Risk Inform Basic

Option 4 provides access to CLEAR Risk Inform Basic, an online due diligence and risk assessment tool. CLEAR Risk Inform provides configurable risk scoring information based on public records data and proprietary data that is categorized and translated into risk factors. Scoring is based on agency-selected definitions and is delivered in an easy-to-understand format, including an overall risk score and detailed component factor information.

Option 4						
Proposed Product: Thomson Reuters CLEAR Risk Inform Basic						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
Number of Users:	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-10 Users	\$95	\$98	\$101	\$104	\$107	\$110
11-25 Users	\$93	\$96	\$99	\$102	\$105	\$108
26-50 Users	\$91	\$94	\$97	\$99	102	\$105
51-75 Users	\$88	\$91	\$93	\$96	\$99	\$102
75-100 Users	\$85	\$88	\$90	\$93	\$96	\$99
101+ Users	\$70	\$72	\$74	\$76	\$79	\$81

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

CLEAR Risk Inform Basic assists analysts and investigators to quickly and confidently assess potential risk associated with an individual by providing:

- Overall risk score and component data provide a clear understanding of potential risks. Risk flags include: financial, tax, insurance, and litigious individual.
- Unique criminal record classification system that categorizes criminal offenses and provides consistent descriptions across jurisdictions.
- Criminal records content is editorially categorized and mapped to state codes to normalize criminal data across jurisdictions, making it easier for users to understand the type and severity of a subject's criminal offenses.
- In addition, CLEAR's Synthetic Identity feature aggregates data from several sources to provide an indication of whether a subject's identity has been manufactured rather than being authentic.
- Configurability to meet an agency's specific needs regarding risk factors, level of risk, time frame, etc. Agencies can place weight to certain characteristics they feel most strongly correlates with the risk they want to identify.

ADDITIONAL INCLUDED FEATURES AND SERVICES

- Training (Initial and ongoing)
- Technical support
- Account management tools

Option 5: CLEAR ID Confirm

Option 5 provides access to CLEAR ID Confirm, an online identity verification tool. CLEAR ID Confirm compares user-entered data on a subject to CLEAR public records data and provides an overall identity confirmation score based on that comparison and the rules that were applied to the search.

Option 5						
Proposed Product: Thomson Reuters CLEAR ID Confirm						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
Number of Users:	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-10 Users	\$105	\$108	\$111	\$114	\$117	\$122
11-25 Users	\$102	\$105	\$108	\$111	\$115	\$118
26-50 Users	\$100	\$103	\$106	\$109	\$113	\$116
51-75 Users	\$97	\$100	\$103	\$106	\$109	\$112
75-100 Users	\$95	\$98	\$101	\$104	\$107	\$110
101+ Users	\$91	\$94	\$97	\$99	\$102	\$105

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

CLEAR ID Confirm compares user-input data to the underlying public records on a field-by-field basis (e.g., Name, SSN, DOB, Address, and Phone for individuals; Business Name, Corporate ID, and DUNS for companies). Based on the thresholds and parameters that a user determines, each specific field is given a designation such as Match, Partial Match, or No Match. Users can readily see whether an identity appears to be valid and which data sources have information on the subject.

CLEAR ID Confirm offers access to a greater awareness of both the level of identity risk and the underlying strength of the verifications by providing:

- Identity verification for individuals and companies.
- Subject/entity data compared to the same data that drives Thomson Reuters CLEAR—billions of public and proprietary records from reliable, industry-leading sources.
- High degree of configurability, allowing users to adjust settings and rules to best meet an agency’s needs.
- Transparency of data sources, so users see the content on which an identity verification is based.

ADDITIONAL INCLUDED FEATURES AND SERVICES

- Training (Initial and ongoing)
- Technical support
- Account management tools

Custom Packages

Option 6: Custom Packages

Contractor offers Custom Packages in recognition that some Michigan agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Options 1-5. This option provides agencies with maximum flexibility to purchase custom online investigative packages that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Under the custom packages option, agencies can enhance their investigative subscription with premium tools, features, and services. For example, CLEAR offers real-time gateway access to arrest records, global risk information, license plate recognition data, additional data delivery modes including batch processing for high-volume searching, system-to-system capability (which

integrates query and result retrieval directly into internal user applications), and other investigative tools. Having numerous search options provides organizations with needed flexibility to meet unique search, retrieval, and integration requirements.

Please note: A pricing schedule is not available under this option, as the custom agency-specific pricing will be negotiated based on its unique research subscription needs. Agencies will contact their local Thomson Reuters/West representative for information on these custom packages, and to obtain their discount.

Packages under Option 6 outside the scope of Options 1-5 must be appended to the Contract via a Contract Change Notice.

Pricing Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and State of Michigan, Department of Technology, Management and Budget—Procurement (hereinafter, "agency") resulting from this proposal (hereinafter "contract").

- **Eligibility**—Available only to authorized government agencies. The rates set forth hereunder are available only to government personnel accessing West products for government purposes.
- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency's personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages option.
- **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.
- **Password Rates**—The Monthly Charge per User under the Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Agencies will receive the content package as described in their Order Form. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current applicable CLEAR Schedule A transactional rates document.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.
- **Discontinuing Content, Features, and Services**—In the event that we must discontinue offering a library, feature, or service that is part of the fixed-rate agreement (e.g., is contractually bound or otherwise required by a contributor of data), we will notify the agency in writing. We will use our best efforts to provide the agency with a substitute library, feature, or service, so as to maintain the same level of service.
- **Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites 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; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether "third-party" content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West's other government subscribers under West's then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Ordering Documents**—All access to and usage of West products is governed by the then-current Thomson Reuters General Terms and Conditions and applicable Order Form. These documents (attached as Schedule H to this proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document is in Schedule D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large

- **Signature Requirements**—The applicable Order Form and all related documentation must be signed by an authorized representative.
- **Order Processing**—Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form (or Purchase Order), provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.
- **Survivability**—At the time of expiration or cancellation of the Master Agreement, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Master Agreement, including payment for services, until the term expires as set forth in the multi-year agreement.

STATE OF MICHIGAN

Master Agreement No. 200000000689
Statewide Personal Information Research Databases

SCHEDULE C SUPPLIER ADDITIONAL TERMS AND DISCLAIMERS

CLEAR™

Supplier Additional Terms &

Disclaimers

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ALL DATABASES

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The data was not necessarily prepared or compiled by persons licensed to practice law in a particular jurisdiction. West is not engaged in rendering legal or other professional advice, and data you obtain through the Service is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

As used herein, these capitalized terms shall be defined as follows:

“End User” means an employee, subcontractor, or agent of subscriber that is authorized to use the Service within the scope of the Agreement.

“Provider” means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies data to West.

“You” or “Your” means the client, customer or subscriber identified in the Agreement.

“Service” means the particular products, software, services, and data that West makes available for use by End Users.

Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your Agreement.

WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY

DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.

SUPPLIER ADDITIONAL TERMS

ARREST/ARREST RECORDS

See *Supplier Additional Terms: Court Records*.

BANKRUPTCY

This data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

BUSINESS PHONES

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

CANADIAN PHONES/CANADIAN BUSINESS PHONES

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

CONNECTICUT

Department of Corrections

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

Judicial Branch data

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass,

unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

NEW MEXICO

New Mexico data may not be used for solicitation or fund-raising purposes.

NEW YORK

New York data may not be used for solicitation or fund-raising purposes.

SOUTH CAROLINA

South Carolina data may not be used for solicitation or fund-raising purposes.

WASHINGTON

The data provided is based on information obtained from the courts as of the period of time covered by the most current update. The Administrative Office of the Courts and the Washington Courts ("AOC"): 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record. In addition to the terms of your subscription agreement and without in any way limiting your subscription agreement, you acknowledge and agree that:

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WARRANTIES, EXPRESS OR IMPLIED, THAT THE
INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT,

CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS YOUR RESPONSIBILITY TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

LIMITATION OF LIABILITY: YOU ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- (A) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (B) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (C) THE AOC SHALL NOT BE LIABLE FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE, OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

CRIMINAL & INFRACTIONS

See Supplier Additional Terms: Court Records.

DIVORCE

See Supplier Additional Terms: Court Records.

DOCKETS/DOCKET RECORDS

See Supplier Additional Terms: Court Records.

DRIVER LICENSES – Texas

This data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

DUN & BRADSTREET

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as one factor in your credit, insurance, marketing or other business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to

determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's

selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscriber agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

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Duns Business Records Plus is a service mark of the Dun & Bradstreet Corporation.

EXPERIAN CREDIT HEADER

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this data because of your representations, regarding its authorized use of the data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian

Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures
 - 1.1 Each User should have a separate, unique user ID logon password. PASSWORD SHARING IS STRICTLY PROHIBITED
 - 1.2 Ensure that user IDs are not shared, either internally or externally. PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.
 - 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
 - 1.4 Keep user passwords Confidential.
 - 1.5 Develop strong passwords that are:
 - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
 - 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
 - 1.7 Restrict the number of key personnel who have access to consumer information.
 - 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.

- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
 - 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
 - 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
 - 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.
2. Maintain a Vulnerability Management Program
 - 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
 - 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
 - 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
 - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
 - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
 - 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
 - Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
 - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
3. Protect data
 - 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
 - 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
 - 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
 4. Maintain an Information Security Policy
 - 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
 - 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
 - 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
 - 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

EXPERIAN GATEWAY

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select “no permissible use” from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

FICTITIOUS BUSINESS NAMES

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

FUGITIVES

See Supplier Additional Terms: Court Records.

GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service (http://maps.google.com/help/terms_maps.html) and all applicable Google legal notices (http://maps.google.com/help/legalnotices_maps.html).

HOUSEHOLD LISTINGS/PEOPLE HOUSEHOLDS

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

LAWSUITS

See Supplier Additional Terms: Court Records.

LICENSE PLATE RECOGNITION DATA – LEARN PLATFORM TERMS OF USE

If authorized, you agree that access and use of the LEARN platform and any data contained therein is governed by and will at all time comply with the Vigilant Terms of Use (http://learn-nvls.com/learn/LEARN_Hosted_Server_User_Agreement.pdf).

LICENSE PLATE RECOGNITION (“LPR”) DATA – GATEWAY USAGE AND PRIVACY POLICY

By accessing the LPR data, you agree that your use of the data will at all times comply with CA Civil Code §§1798.90.5-1798.90.55.

Use of LPR data. Access to LPR data via the gateway in CLEAR is limited to subscribers that have a legitimate law enforcement or investigative purpose and a permissible use under the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (“DPPA”).

Users and Training. Employees and subcontractors of Thomson Reuters are authorized to access and use the LPR data to demonstrate the system to actual and potential subscribers, to provide customer support, and to maintain the LPR data and CLEAR. Subscribers are authorized to access the LPR data in accordance with this policy. Subscribers are required to maintain the confidentiality of the LPR data and to train all end users on its confidentiality and permissible use obligations.

Monitoring and Compliance. LPR data in West’s systems is monitored in accordance with West’s standard procedures to ensure the security of the LPR data and compliance with applicable laws, rules and regulations. Furthermore, we maintain usage logs in accordance with DPPA requirements.

Sales, Sharing or Transfer of LPR data. We authorize access to the LPR data in accordance with this policy. All subscribers are required to have entered into a definitive agreement with us prior to accessing the LPR data.

Custodian/Owner of the LPR System; Accuracy; data Retention. Vigilant Solutions, Inc. is the custodian and owner of the LPR system that is accessible via CLEAR. Please see Vigilant’s Usage and Privacy Policy (<https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/>) for information on data accuracy and retention.

The terms contained in this Supplier Additional Terms document is implemented and maintained by the public records compliance team of the legal business unit of Thomson Reuters. Please see the Public Records Privacy Statement (<http://legalsolutions.thomsonreuters.com/law-products/about/legal-notices/privacy/records>) for more information on the availability and accuracy of the LPR data and the process to contact the public records compliance team.

MARRIAGE

See Supplier Additional Terms: Court Records.

NEW MOVERS

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

REAL PROPERTY

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of

the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or

encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

REAL-TIME MOTOR VEHICLES GATEWAY

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. Warranty: The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an 'as is' 'as available' basis.

Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

SEX OFFENDER

See Supplier Additional Terms: Court Records.

TRAFFIC CITATIONS

See Supplier Additional Terms: Court Records.

TRANSUNION GATEWAY

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

By accessing this data, you shall use information obtained from each individual request for data only one time and shall hold this data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this data. You shall use this data: (1) solely for your certified permitted use and shall not request, obtain or use this data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. data shall be requested by, and disclosed only the your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to

obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the data. You understand and agree that you may not use any data for any marketing purposes without prior written consent.

UNCLAIMED ASSETS

See Supplier Additional Terms: Court Records.

UTILITY RECORDS

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

VEHICLE & TRAFFIC

See Supplier Additional Terms: Court Records.

VEHICLE REGISTRATIONS

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

WARRANT RECORD

See Supplier Additional Terms: Court Records.

WORK AFFILIATIONS

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

VOTER REGISTRATIONS

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement or offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription

SUPPLIER DISCLAIMERS

ARRESTS/ARREST RECORDS

See *Supplier Disclaimers: Court Records*.

CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.

CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATION DIVISION.

CORPORATIONS/CORPORATE FILINGS – New York

To the extent that any of the information, material or data obtained from West Publishing Corporation ("West") is derived from the New York State, Department of State, Division of Corporations and state records:

- (1) Any such information, material or data is not an official record of the Department of State or of the State of New York;
- (2) West Publishing Corporation, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York;
- (3) West Publishing Corporation, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and
- (4) Neither West Publishing Corporation, the Department, the State of New York nor its officers or employees shall be

responsible for any loss or damage caused by the use of the information, material or data.

COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

ARIZONA

*Maricopa County Justice Courts
Maricopa County Superior
Court Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court (“AOC”) is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data.

To verify a record’s accuracy, contact the clerk of the court record.

FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

IDAHO

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal

act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

the official record reposing at the district court.

ILLINOIS

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

INDIANA

The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete;

2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.

NORTH CAROLINA

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record.

The NCAOC provides no warranties, express or implied, that the information or data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

NORTH DAKOTA

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting

OHIO

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.

OREGON

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon data by personally consulting the “official” record reposing at the court of record.

PENNSYLVANIA

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts (“AOPC”). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

WISCONSIN

Wisconsin Circuit Courts Access website information is only a snapshot of the information accessible in the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP) case management system on the date the information is downloaded by West.

CRIMINAL & INFRACTIONS

See Supplier Disclaimers: Court Records.

DIVORCE

See Supplier Disclaimers: Court Records.

DRIVERS LICENSES – All

Your use of this data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance

with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search

and search, as required to comply with statutory and contractual requirements.

FUGITIVES

See Supplier Disclaimers: Court Records.

LAWSUITS

See Supplier Disclaimers: Court Records.

MARRIAGES

See Supplier Disclaimers: Court Records.

MOTOR VEHICLES

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

The sanctions lists provided by the U.S. Department of the Treasury's Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the listings. Entities and individuals on the list are occasionally licensed by OFAC to transact business with U.S. persons in anticipation of removal from the list or because of foreign policy considerations in unique circumstances. Licensing in anticipation of official Federal Register publication of a notice of removal based on the unblocking of an entity's or individual's property is reflected in this publication by removal from the list

PEOPLE HISTORICAL

The information contained in this database and its use is regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and

down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the GLBA drop down menu. The information in this database may not be used for any purposes related to direct marketing.

SEX OFFENDER

See Supplier Disclaimers: Court Records.

STATE DEATH RECORD

This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source.

STOCK/SIGNIFICANT SHAREHOLDERS

Use, duplication, or sale of any data contained in this database, except as described in your subscription agreement, is strictly prohibited. This database is not the official legal reporting organ of the Securities and Exchange Commission. **This data is protected by copyright and is** subject to the terms of usage contained in your subscription agreement. The data is provided for your internal use and may not be duplicated or redistributed in hard copy, machine-readable, or any other form without written authorization. Neither West nor its 3rd party contributors make any representation or warranty, expressed or implied, as to the timeliness, accuracy or completeness of the data provided, including warranties of merchantability or fitness for a particular purpose. Electronic conversion and transmission of textual and numeric data may cause errors and/or omissions in the data provided. Furthermore, the data may not be up-to-date due to a delay between the preparation of data and its inclusion on the Service. For these reasons, the data contained on the Service is provided for research purposes only and not for investment or any other purposes. Neither Thomson Reuters nor any of its affiliates or subsidiaries are in the business of providing investment advice and shall have no liability whatsoever for any investment decision or the results of any investment made by you.

TRAFFIC CITATIONS

See Supplier Disclaimers: Court Records.

UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)

See Supplier Disclaimers: Court Records.

warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

UTILITY RECORDS (UTILITY-ALL;UTILITY-XX)

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop

down menu. If you do not have a permissible use, you agree that you will select “no permissible use” from the drop down menu.

VEHICLE & TRAFFIC

See Supplier Disclaimers: Court Records.

WARRANT RECORD

See Supplier Disclaimers: Court Records.

WATERCRAFT (State data)

Your use of this data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

WORLD-CHECK® RISK INTELLIGENCE (WATCHLIST)

Category Legal Notice: Category is based on information contained in the sources provided.

Reported Link Legal Notice: Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association.

This data, including all related files, print outs, copies and derivatives, may only be used in relation to or arising out of 'Know-Your-Customer' and anti-money laundering regulations or similar statutory or professional requirements applicable to you or your representation of a third party. These statutory or professional requirements must allow for or require the screening of individuals and entities for the prevention or detection of any unlawful act or the discharge of a function designed for protecting members of the public against serious improper conduct or mismanagement, both of which must be in the substantial public interest.

The Provider is neither responsible for the information correlated in this Service nor the content of external internet sites. You shall not rely upon this data without making independent checks to verify the information contained therein. You acknowledge that you do not intend users to draw any negative inferences about individuals or entities identified in

the Licensed Materials and shall not draw such inferences merely because persons are shown as being linked to others profiled or identified in this data. Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association. Provider makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources. Information correlated is necessarily brief and should be read in the context of the fuller details available in the external sources provided. You should also carry out independent checks in order to verify the information correlated.

CHANGE LOG

DATE	CHANGE
5/12/2015	<ul style="list-style-type: none"> • Separated Supplier Terms and Supplier Disclaimers • Updated Terms for Experian Credit Header, Dun & Bradstreet, and Real- Time Motor Vehicles Gateway
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms
6/27/17	<p><u>Removed:</u></p> <ul style="list-style-type: none"> • Twitter Additional Terms • Web Analytics – Yahoo Terms <p><u>Added:</u></p> <ul style="list-style-type: none"> • License Plate Recognition data – LEARN Platform Terms of Use • License Plate Recognition data – Gateway Usage and Privacy Policy
6/7/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> • Business Phones • Canadian Phones (People)/Canadian Business Phones • Fictitious Business Names • Household Listings/People Households • New Movers • Work Affiliations • Corporate Records (Michigan) • Corporations/Corporate Filings (New York) <p><u>Added:</u></p> <ul style="list-style-type: none"> • Court Records- Indiana • Court Records- Wisconsin

STATE OF MICHIGAN

Master Agreement No. 200000000689
Statewide Personal Information Research Databases

SCHEDULE D ORDER FORMS

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



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number _____	
New <input type="checkbox"/>	(NACI Form attached)	Existing with no changes <input type="checkbox"/>	Existing with changes <input type="checkbox"/> (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 No _____			
Acct # _____	Quote # _____	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 _____	
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction _____	Contract # _____	Option # <input type="checkbox"/>	
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 _____	Address _____	City _____	State _____ County _____ Zip _____
		Attn: _____	Suite/Floor _____
CLEAR Fixed Rate			

*** REQUIRED ***

IF NEEDED

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges

* Fill in the maximum number of Users, Alerts, Seats.

Notes:

Total Monthly Charges \$ _____

Monthly Charges begin on the date West Publishing Corporation (“West”, “we” or “our”) processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months (“Minimum Term”). Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

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

If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Initial below for a longer Minimum Term.

____ 24 month Minimum Term. Monthly Charges for the second 12 months will be % over the first 12 months.

____ 36 month Minimum Term. Monthly Charges for the second 12 months will be % over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Enterprise Law Enforcement Subscribers	
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You certify that you have up to ____ sworn officers in your employ at this location. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

	CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

____ 24 Month Minimum Term.

____ 36 month Minimum Term.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

	CLEAR Window	
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Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window

Notes:

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be ___% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be ___% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and 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 Subscriber’s responsibility to control access to the Internet.

_____ **Subscriber’s Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.

_____ **Subscriber’s Initials.** Subscriber will not use any Data nor 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 General Terms and Conditions.

_____ **Subscriber’s Initials.** Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Subscriber’s approved 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 is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

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

Beginning IP Address _____ Ending IP Address _____

Beginning IP Address _____ Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

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: <https://signon.thomsonreuters.com/aboutme> 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 _____

CLEAR Users, My Account Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC

If necessary, use additional pages and include full name, email address, and user type.

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
 (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
 (Required)

REQUIRED

IF APPLICABLE

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

Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or

3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Initial below for Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months; Monthly Charges for the third 12 months will be ___% over the second 12 months.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window.

Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Initial below for Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months; Monthly Charges for the third 12 months will be ___% over the second 12 months.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	
	Miscellaneous	

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused,

abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting

agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10. **CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber

Printed Name _____

Title _____

Date _____

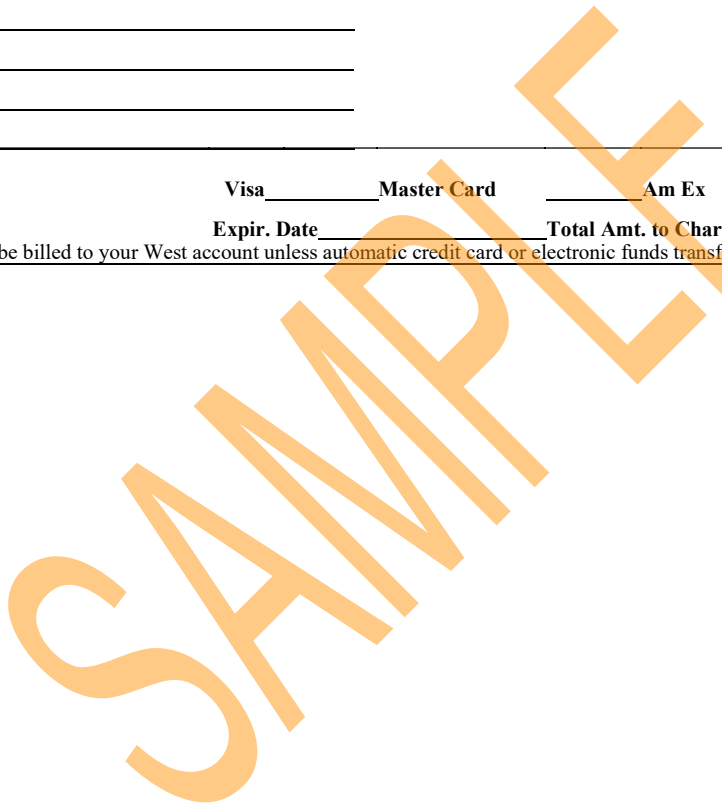
Signature X _____

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.





Check West account status below as applicable: 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?
 Yes If yes, please provide West account number No _____

Acct # _____ Quote # _____ 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 _____

MSA Jurisdiction _____ Contract # _____ Option # _____

Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

*** REQUIRED ***

IF NEEDED

	CLEAR ProFlex Fixed Rate		
	Monthly Banded		Total

Full Svc #	CLEAR ProFlex Products	# of Users	Rate	Other	Monthly Charges
41308780	CLEAR ProFlex				
Notes:					

Total Monthly Charges \$ _____

Monthly Charges begin on the date West Publishing Corporation (“West”, “we” or “our”) processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months (“Minimum Term”). Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

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

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Initial below for a longer Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	Enterprise Law Enforcement Subscribers	
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You certify that you have up to _____ sworn officers in your employ at the location identified above and all locations listed on the ProFlex Addendum/Attachment. Our pricing is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

	CLEAR ProFlex Batch Transactional	
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Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

_____ 24 Month Minimum Term.

_____ 36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

Automatic Renewal Term. Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

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

	CLEAR ProFlex Window	
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Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window
41322475	CLEAR ProFlex Window					

Notes:

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the

Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Initial below for a longer Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be % over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be % over the first 12 months; Monthly Charges for the third 12 months will be % over the second 12 months.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the after the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

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.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and 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 Subscriber's responsibility to control access to the Internet.
_____	Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
_____	Subscriber's Initials. Subscriber will not use any Data nor 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 General Terms and Conditions.
_____	Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved 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 is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

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 <u>must</u> be provided for all CLEAR orders: <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 style="margin-left: 20px;"><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p>	REQUIRED
Subscriber's Internet Service Provider Name _____	
Provide IP Address(es) or IP Address Range(s) below _____	

Additional page(s) may be attached if needed

Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

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: <https://signon.thomsonreuters.com/aboutme> 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) _____	I F A P P L I C A B L E
Telephone _____	
E-Mail _____	

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____	First Name _____	E-Mail _____ (Required)
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QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name _____	First Name _____	E-mail _____
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	CLEAR ProFlex Fixed Rate Renewals Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.	
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Sub Matl #	CLEAR ProFlex Products	Current Monthly Charges*

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be % over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be % over the first 12 months; Monthly Charges for the third 12 months will be % over the second 12 months.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	CLEAR ProFlex Window Renewals Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.	
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Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Initial below for Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be ___% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ___% over the first 12 months; Monthly Charges for the third 12 months will be ___% over the second 12 months.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged, and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location

Miscellaneous		

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

8. **Thomson Reuters General Terms and Conditions,** are located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the

data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10. **CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X

SAMPLE

WEST ORDER FORM – SPECIAL OFFER

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651-687-8000

**THOMSON REUTERS™****SUBSCRIBER INFORMATION**

Account	89999999	Contact Name	
Name	Sample Customer	Title	
Address Line 1		Email	
Address Line 2		Phone	

OFFER INFORMATION

Agreement Number	00060789.0	Effective Date	07/01/2019
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods
			7/1/2019 - 6/30/2020
			Monthly Charges

1. The General Terms and Conditions. The Thomson Reuters General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.

3. Excluded Charges. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this Order Form. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

4. Returns and Refunds. Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Transportation Charges. Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.

6. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

7. Confidentiality. You understand that disclosure of the terms contained in this Order Form would cause competitive harm to us, and you agree not to disclose these terms to any third person.

8. Termination. This Order Form shall terminate simultaneously with termination of the General Terms and Conditions.

9. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

10. Passwords. For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.

11. Material Change. If, at any time during the term of this Order Form, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this Order Form, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

12. Westlaw and CLEAR Products Only. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your Order Form or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we

This Offer expires XXXXX.

Sample Customer

00060789.0 - Sample Simplified OF - Govt.docx - 6/27/2019 3:48 PM

This Offer expires XXXXX.
Sample Customer

00060789.0 - Sample Simplified OF - Govt.docx - 6/27/2019 3:48 PM

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



THOMSON REUTERS™

Subscriber Information

Account Number (if applicable) Full _____

Legal Name/Entity Business _____

Unit/Dept/Agency _____

The applicant's address below is (please check one): a Commercial Location a Residence (i.e. a home-based business)

Street Address _____

City _____ Country (if not US) _____

State _____ Zip _____

Main Organization Telephone _____ Location/Contact/Ext Telephone _____

Cell Phone (if no land line available) _____ E-Mail Address _____

Website _____ Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:

- 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.
- If you do not know your External IP address(es), try the following:
 - Contact your network administration, firewall or security team
 - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)

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)

Internet Service Provider Name: _____

IP Address: _____

IP Address Range: _____

Beginning IP Address: _____ Ending IP Address: _____

Beginning IP Address: _____ Ending IP Address: _____

REQUIRED

ACCOUNT INFORMATION AND DATA USE

Select Type of Government

US Federal

US State

US Local

Tribal Government

Other Government:

(Please describe) _____

Select Type of Academic Institution

Privately Funded Academic Institution (non-government funded)

Government Funded Academic Institution US – State

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual’s eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection(s).

Name: _____ Telephone Number: _____

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

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

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

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

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

CERTIFICATIONS

By signing below you certify that:

- **YOU UNDERSTAND THAT WEST IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You agree to immediately notify West of any actual or suspected breach or access to data that may result in the unauthorized collection, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information (pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986).
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information you provided in this AVC Form and all Addendums is true and correct and, if applicable, applies to all locations set forth in the Multiple Location Addendum. You understand that you will be required periodically to re-certify information provided in this AVC form.
- Your signature below as “Authorized Representative” certifies that you are the authorized signatory for this account

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.



Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with _____ a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson _____ Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number: _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

DATA USE INFORMATION

Describe your type of business: _____

Describe why you need access to sensitive unmasked data: _____

CLEAR SUBSCRIBERS: All Users will be granted access to the same type of sensitive personal information:

ADD to all Users on the main account listed above (including all account locations)

REMOVE from all Users on the account listed above

WESTLAW SUBSCRIBERS: Please list the individual users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed *(use additional pages if necessary)*.

Last Name	First Name	ADD/REMOVE

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.



Subscriber Agreement for Commercial Subscribers

Subscriber will only receive access to the CLEAR for Skiptracing products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber’s Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$3.00 per search
Business Search	5.00 per search
Phone Search – Public Record Phones	3.00 per search
Phone Search – Real Time Reverse Phone Number Gateway	3.00 per search
License Search	3.00 per search
Asset Search	3.00 per search
Address Mapping	1.00 per search
Associate Analytics	1.00 per search
Contact View	1.00 per search
News Search	1.00 per search
Web Analytics Search	1.00 per search
Alert Result – Full Text	9.00 per result
TransUnion Gateway	1.00 per search

ii. Report Charges

Person Report	\$9.00 per report
Add Associates to Person Report	2.00 per report
Company Report	10.00 per report

2. Batch Processing

Person Batch Search	\$0.68 per row
Public Records Phone Batch Search	0.45 per row
Reverse Phone Batch Search	0.40 per row

3. Training Charges

Training shall be provided at no charge.

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input

STATE OF MICHIGAN

Master Agreement No. 200000000689
 Personal Information Research

SCHEDULE E INSURANCE REQUIREMENTS

1. Required Coverage.

A. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (i) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<p><u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p>	<p>Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04 or equivalent.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimum Limits:</u> \$5,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.</p>
Workers' Compensation Insurance	
<p><u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Privacy and Security Liability (Cyber Liability) Insurance	

<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	
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- B. If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.
- C. If any of the required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (iii) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- D. Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this **Section 1.A**; (iii) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

2. Non-waiver. This **Schedule E** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).