R-601-2013

WEST ORDER FORM - CLEAR® SERVICES

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



| Check West account status below as a | applicable: Rep No | ame & Number Kerry Boudre | eaux 0010741 | | | |
|---|--|--|---|--|--|--|
| New (NACI Form attached) | | | | | | ANALISES |
| Existing with no changes X | Existing with changes | (Permanent name change n | ust attach a Custome | er Name Cha | ange Form) | |
| Does Subscriber have an existing Wes | st account? | | | | | * |
| ☐ Yes If yes, please provide Wes☐ No | st account number | | | | | * R E |
| Acct # 1003938183 | Quote # | PO# | Da | nte 9/26/1: | 3 | 0 |
| Name/Subscriber Lexington PD | | | _ Bill To Acet # _ | | · · · · · · · · · · · · · · · · · · · | e l |
| Order Confirmation Contact Name | Richard Yancy | | · | ····· | ······································ | - F |
| E-Mail ryancey@lexingtonky | .gov | | | | , | E |
| CLEAR Contact Name (for delivery of | of Registration Keys. Individua | d users | | | | B . |
| will also receive their Registration Ke | ys if their e-mail addresses are | provided) Sallie | | | | * |
| E-Mail same | | | Telephone | | | |
| CLEAR Primary Account Contact No | ame (general business contact) | same | | | | |
| E-Mail same | | | Telephone | | | |
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| the Renewal I | | ed, depending on the length of the current Minimum CLEAR Products | 1 Term of current Kenew | | t Monthly C | harges* | L | |
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Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Exclude Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement. CLEAR Batch Transactional Full Svc # **CLEAR Batch Products** # of Users Other Notes: Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafte. ["Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Monthly Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the Subscriber Agreement. During the Minimum Term and thereafter (including any Renewal Term) Monthly Charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement. Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for conclusion of the Minimum Term, the Subscriber Agreement and the Sub month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement. Government Subscribers Only. Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until leftminated by either party upon 30 days written notice to the other party Subscriber's Initials for longer Minimum Term. Please check: ____ 24 or ____ 36 month Minimum Term. Office Use Only OF instruct: Enter a discount of 100% - in the Condition Group I field on Additional Data A tab. **CLEAR Windows** List Other Monthly Guarantee Monthly Window Full Svc# **CLEAR Window Products** # of Users Notes: Monthly Charges are billed on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may eact a longer Minimum Term by his/her initials below. Subscriber shall guarantee minimum Monthly Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity. Subscriber must execute and submit to West separate agreements for each use sase and be credentialed separately for each use case. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing mount in order to apply against the Monthly Guarantee or Monthly Window for such month. Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Guitantee for the % over the Monthly Guarantee for the initial 12 months second 12 months not to increase by more than ____ Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Guinntee for the second 12 months not to increase by more than _______ % over the Monthly Guarantee for the initial 12 months and Monthly Guarantee for the third 12 months not to % over the Monthly Guarantee for the second 12 months. Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will increase 0% per year unless either party gives written notice of canadiation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with aprice at least 60 days in advance of any Renewal Term of a Monthly Guarantee increase different from 0% after which Subscriber shall have 30 days to provide West with which notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged. Excluded Charges may be modified as set forth in Subscriber Agreement, Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed Government Subscribers Only, Upon conclusion of the Minimum Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to then-current rates, subject in the Monthly Charges will be billed thereafter at up to the monthly Charges will be billed thereafter at up to the monthly Charges will be billed thereafter at up to the monthly Charges will be billed thereafter at up to the monthly charges will be billed thereafter at up to the monthly charges will be billed thereafter at up to the monthly charges will be billed thereafter at up to the monthly charges will be billed thereafter at up to the monthly charges will be billed thereafter at up to the monthly charges will be billed the monthly be billed the monthly charges w Guarantee. 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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. abscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's sibility for controlling product, Internet and network access: abscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber consibility for controlling Internet access. scriber's Initials. Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber services to the CLEAR LIRL and West rees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West oftware. Subscriber must design, configure and implement its own security configuration. becriber's Initials. Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of ny applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement bscriber's Initiats. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use fully comply with the following restrictions: In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to EAR or CLEAR data Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detained access. No access shall be outsourced or otherwise provided to third parties Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use

| | IP Address Section | | | |
|---|--|-----|------------|---------------------------------------|
| | Only External IP Address(es) or Range(s) Must Be Provided | | ********** | r |
| 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 | | | | F |
| | s) or IP Address Range(s) below Additional page(s) may be attached if needed | | 4 | E Q U |
| Beginning IP Addres | Ending IP Address | | | RE |
| CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access. Subscriber initials if Subscriber requests that roaming access be blocked. | | | | |
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| If you do not know your | company's external IP address(s), try the following: | | | |
| 1. Contact your network | rk 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) | | | | |
| Technical Contact for Ci | 'LEAR Products (if applicable) (Contact for IP Address Issues) | | | = |
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| | or 12 Month Renewal Term** Sub- ore than the current Monthly Guarante | | | | ch additional |
| Subscriber's Initials for 24 Month Renewal Term** Subscriber agrees to commit to an additional 24 months. The Monthly Guarantee for the first months shall be% more than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly the second additional 12 months shall be% more than the Monthly Guarantee for the first additional 12 months. | | | | | salditional 12 sarantee for |
| months shall be% more the second additional 12 months s | for 36 Mouth Renewal Term** Subs than the Monthly Guarantee in effect thall be% more than the Mo than the Monthly Guarantee for the se | at the end of the current Minimum onthly Guarantee for the first additional terms and the first additional terms are the first additional terms are the first additional terms are the first additional terms and the first additional terms are the first additional terms and the first additional terms are the first additional terms and the first additional terms are the fir | Term and/or current Renewal Terms | s and the Monthly | mrantee for |
| ** Effective at the end of the Min | imum Term or current Renewal Term | | | | |
| consecutive 12-month periods, an party at least 30 days in advance days in advance of any Renewal 1 Subscriber does not wish to rene | Only. Upon conclusion of the Renewal d the Monthly Guarantee for the Rene of any Renewal Term, including the form of an increase in the Monthly Guarantee. The Monthly Window shall remain depression of the Monthly Window shall remain depression. Subscriber is responsible and by the Subscriber Agreement. | ewal Term(s) will remain unchange first Renewal Term. Additionally, parantee after which Subscriber sha ain unchanged during the Renewa | d unless either party gives written n West may at its discretion provide S Il have 30 days to provide West with I Term(s). Excluded Charges may | otice of cancellation subscriber with not written notice of be modified as si | to the other the at least 60 ancellation if forth in the |
| Guarantee. The Monthly Window Agreement (as defined herein). S shall be governed by the Subscrib | - | harges and Monthly Guarantee (aft ded Charges as incurred. After the | er the Renewal Term) may be modified. Renewal Term, Subscriber's access | fied as set forth in to and use of CL | ∴k Subscriber ∴AR Services |
| Passwords. Any passwords issue | ed herein may only be used by the pen | son to whom the password is issued | and sharing of passwords is STRIC | TLY PROHIBITE | |
| become effective upon verificati exclusive jurisdiction over any clother taxes are payable by Subscr or would become due and payal Interest charged may be adjusted limited to attorneys fees, are pay determine creditworthiness. We undersigned's consumer credit in was requested, West will provide General Provisions for Governistate. The courts sitting in Sub-Government subscriber, this Ordequivalent, ad valorem and other | | als and is governed by Minnesota element. Applicable sales, use, per rest for overdue charges. If any charges is Subscriber Agreement shall able on Minnesota contracts. This sest a current financial statement at information on the undersigned onsider granting credit to the aforeceived and the name, address and Form is subject to approval by Westindiction over any claim arising fithe United States of America. So Order Form is non-transferable charges (at then-current Schedule | a law. The state and federal courts sonal property, value added tax (VA arges remain unpaid 30 days after be become immediately due and payorder Form is non-transferable. All d/or obtain consumer credit report of the undersigned is applying for mentioned company. If Subscriber telephone number of the agency that st in St. Paul, Minnesota, and is gove from or related to this Agreement Applicable sales, use, personal prop | sitting in Minne; T) or equivalent, a seconting due, all an able at the sole of collection fees, incon the undersigned credit as an indivinquires whether supplied the reporterned by the laws of If Subscriber is a serry, value added onthly Charges by | valorem and cants that are son of West uding but no individual to find tredit report. Subscriber's U.S. Federa ax (VAT) of the core than terms of the core than terms. |
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| http://legalsolutions.com/sche between the terms and condi- of this Order Form shall con | Agreement (located at http://leg-dulc-a-clear) is/are hereby incordions of the Subscriber Agreement rol. Subscriber by his/her signal and Schedulc A and this Order FATIVE FOR ORDER FORM | porated by reference and mac t and Schedule A and the term ture below, acknowledges his/h | le part of this Order Form. In and conditions of this Order Fo | i the event there orm, the terms n | is a conflic condition |
| For Credit Card Transactions | only: | Master Card | Am Ex | | |
| Card # | | Expir. Date | Total Amt. to Charge | | |
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