



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 a longer Minimum Term.

*W. J. 10/16/16*  
 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 5% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_% over the second 12 months.

**Government Subscribers Post-Minimum Term.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days 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 month-to-month subscription by sending at least 30 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 7% price increase unless we notify you of a different rate at least 60 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 30 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.

	<b>Enterprise Law Enforcement Subscribers</b>	
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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.

	<b>CLEAR Batch Transactional</b>	
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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.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 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 30 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.

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

	<b>CLEAR Window</b>	
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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 continue for a Minimum Term of 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.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 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 month-to-month subscription by sending at least 30 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 60 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 30 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.

<b>Subscriber Certification Section</b>	
<b>Required for all accounts that interact with, manage or house inmates or detainees.</b>	
<b>Subscriber Certifications must be completed for every order, including renewals.</b>	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:	
_____	<b>Subscriber's Initials.</b> 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.
_____	<b>Subscriber's Initials.</b> 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.
_____	<b>Subscriber's Initials.</b> 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.
_____	<b>Subscriber's Initials.</b> 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"> <li>• 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.</li> <li>• Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.</li> <li>• No access shall be outsourced or otherwise provided to third parties.</li> <li>• Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.</li> </ul>

**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 on file

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address on file 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) Daniel Burnett

Telephone (859)258-3705

E-Mail dburnett@lexingtonpoliceky.gov

**REQUIRED**

**IF APPLICABLE**

**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

**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)

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

Sub Matl #	CLEAR Products	Current Monthly Charges*
<b>Notes</b>		

\* 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.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days 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 month-to-month subscription by sending at least 30 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 60 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 30 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.

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

Sub Matl #	CLEAR Products	Current Monthly Charges*
<b>Notes</b>		

\* 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.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 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 month-to-month subscription by sending at least 30 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 60 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 30 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
41859365	ENCLR PRO GOV INVEST ADV SEAT - 3 users
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. 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.

**3. Excluded Charges and Schedule A rates.** 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. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

**4. 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.

**5. Returns and Refunds.** You may return a print or CD-ROM/DVD 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.

**6. Applicable Law.** 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 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 United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**7. General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**ACKNOWLEDGMENT**

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

Printed Name Jim Gray  
 Title Mayor  
 Date 11-21-2011  
 Signature [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.