

Cim 28874974



OFR

R-601-2013

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



THOMSON REUTERS

200480782

Check West account status below as applicable: Rep Name & Number Kerry Boudreaux 0010741

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 # 1003938183 Quote # _____ PO # _____ Date 9/26/13
Name/Subscriber Lexington PD Bill To Acct # _____
Order Confirmation Contact Name Richard Yancy
E-Mail ryancy@lexingtonky.gov

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) same
E-Mail same Telephone _____
CLEAR Primary Account Contact Name (general business contact) same
E-Mail same Telephone _____

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 Fixed Rate

Full Svc #	CLEAR Product	# of Users/Alerts/Sentinel Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges
2001157	CLEAR INVESTIGATOR					
	INVEST ANNOTATIONS					

Notes:

Total Monthly Charges \$ 14125

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein. In the event Subscriber is a corporation or other legal entity, Subscriber must execute and submit to West separate agreements for each of the products and for each use case. Any additional users added to any existing Per User product licensed by Subscriber shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the first 12 months not to increase by more than 3% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 3% over the Monthly Charges for the second 12 months.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement (as defined herein) and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year 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. Additionally, West may at its discretion propose a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber's use of all Excluded Charges is incurred During any Renewal Term. Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Users, My Account Administrator and Authorized QuickView+ User							
Last Name	First Name	E-mail Address	Phone Number	IF	AD	AN	TC
yancy	richard	these are existing passwords					
Cobb	Steve	" "					
GIBSON	SBTT	SGIBSON@LEXINGTONVA.GOV					

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

User Type Key
 IN = Investigator
 AD = Administrator
 AN = Analyst
 SV = Supervisor
 TC = Technical

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management general account information and granting access to other My Account users

Authorized My Account Administrator for CLEAR

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

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

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name _____ First Name _____ E-Mail _____

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

Sub Mail #	CLEAR Products	Current Monthly Charges*
4101157	CLEAR INVESTIGATOR w/ WEB ANALYTICS.	412.00
Notes		

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

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

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

** Effective at the end of the Minimum Term or current Renewal Term
 Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 7% per year 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. Additionally, West may at its discretion provide Subscriber with not less than 30 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notification if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber's responsibility for all Excluded Charges as incurred. 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 Renewal Term designated above, Monthly Charges are billed thereafter at up-to then-current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

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

Sub Mail #	CLEAR Products	Current Monthly Guarantee*
Notes		

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 Excluded 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 thereafter ("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 forth 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 consecutive 12-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 terminated 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 instruction: Enter subaccount of 10676 - in the Certificate Group 1 field on Additional Data Tab.

CLEAR Window						
Full Svc #	CLEAR Window Products	Line	Other	Monthly Guarantee	# of Users	Monthly Window

Notes:

Monthly Charges are billed on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may elect 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") unless Subscriber elects a longer Minimum Term. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. 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 accounting CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or 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 Guarantee for the second 12 months not to increase by more than _____% over the Monthly Guarantee for the initial 12 months.

Subscriber's initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Guarantee 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 increase by more than _____% 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 12-month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will increase 0% per year 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. Additionally, West may at its discretion provide Subscriber with a 60-day 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 the 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 by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Minimum Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Minimum Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:	
<p>Subscriber's Initials: <u>[Signature]</u> Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.</p> <p>Subscriber's Initials: <u>[Signature]</u> Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and Web software. Subscriber must design, configure and implement its own security configuration.</p> <p>Subscriber's Initials: <u>[Signature]</u> 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 applicable Federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.</p> <p>Subscriber's Initials: <u>[Signature]</u> CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use fully comply with the following restrictions:</p> <ul style="list-style-type: none"> In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to or CLEAR data. Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide Internet/Inmate 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	
Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided to 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>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber.</p>	
Subscriber's Internet Service Provider Name <u>USE EXISTING</u>	
Provide IP Address(es) or IP Address Range(s) below <small>Additional page(s) may be attached if needed.</small>	
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 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: _____	
If you do not know your company's external IP address(es), try the following:	
<ol style="list-style-type: none"> 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.) 	
Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)	
Name (please print) _____	
Telephone _____	
E-Mail _____	

REQUIRED

IF APPLICABLE

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

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

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

** Effective at the end of the Minimum Term or current Renewal Term

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Guarantee for the Renewal Term(s) will remain unchanged 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. Additionally, West may at its discretion provide Subscriber with notice of at least 60 days in advance of any Renewal Term of an increase in the Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation. If Subscriber does not wish to renew, the Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). 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 by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

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

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota, and becomes effective upon verification by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota shall have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all charges that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole discretion of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorney fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such. If a report was received and the same address and telephone number of the agency that supplied the report was requested, West will provide information of such.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of the state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, and other taxes are payable by Subscriber. This Order Form is non-transferable.

Usage Cap for Fixed Rate Only. In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, West may, at its option, limit access to live gateways thereafter. request that the parties enter into good faith negotiations or upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

Reprints. CLEAR charges are non-refundable.

CLEAR Products to be Lapsed	
Part #	CLEAR Products

The Research Subscriber Agreement (located at <http://legisolutions.com/research-subscriber-agreement>), the applicable Schedule A (located at <http://legisolutions.com/schedule-a-clear>) is hereby incorporated by reference and made part of this Order Form. In the event there are any conflicts between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name: TIM GRAY
 Title: MANAGER
 Date: 11-11-13
 Signature: [Handwritten Signature]

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