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



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** Effective at the end of the Mini	nimum Term or current Renewal Term.
consecutive 12-month periods, an party at least 30 days in advance days in advance of any Renewal T Subscriber does not wish to rene	Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for did the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 Term of an increase in the Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if ew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the ad herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of ed by the Subscriber Agreement.
Guarantee. The Monthly Window	. Upon conclusion of the Renewal Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified as set forth in the Subscriber subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services per Agreement.
Passwords. Any passwords issue	ed herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.
become effective upon verification exclusive jurisdiction over any cle other taxes are payable by Subsc. Charges or open account charges Subscriber Agreement shall become Minnesota contracts. This Order current financial statement and/cinformation on the undersigned if granting credit to the aforementic and the name, address and telephoral contracts.	werament Subscribers Only. This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota shall ion by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have aim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and criber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any, Monthly seemain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's one immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on a Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit fifte undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider oned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received one number of the agency that supplied the report.
state. The courts sitting in Sub- Government subscriber, this Ord	ment Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal der Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or taxes are payable by Subscriber. This Order Form is non-transferable.
Usage Cap. In the event Subsc gateways for the remainder of the	criber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live e month.
Returns. CLEAR charges are n	non-refundable.
	CLEAR Products to be Lapsed
Full Svc #	CLEAR Products
http://legalsolutions.com/sche between the terms and condit this Order Form shall contro	reement (located at http://legalsolutions.com/research-subscriber-agreement), the applicable Schedule A price plan (located at edule-a-clear) is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict tions of the Subscriber Agreement and Schedule and the terms and conditions of this Order Form, the terms and conditions of ol. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of ad Schedule and this Order Form.
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# **CLEAR Bridge Amendment**

# AVAILABLE ONLY TO NEW CLEAR SUBSCRIBERS

Amendment to the Research Subscriber Agreement between lexington Fayette urban county Govt Dept. of Revenue ("Subscriber') and West Publishing Corporation ("West") as follows:

- 1. Effect of Amendment. The underlying Research Subscriber Agreement, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.
- Term and Termination. The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth in paragraphs 3.1, 3.2 and 3.3 herein.

### 3. Bridge

- 3.1 From the effective date of this Amendment and continuing for a minimum of 3 complete calendar months thereafter ("Period 1"), Subscriber shall receive access, at the rates set forth below, to the CLEAR product(s) elected by Subscriber on the Order Form (excluding all charges associated with CLEAR Batch Processing). Access to and use of applicable CLEAR Excluded Charges, if any, shall be billed to Subscriber at then-current Schedule A rates.
- 3.2 From the end of Period 1 and continuing through the end of the Minimum Term (or Renewal Term) of 36 months, elected by Subscriber on the Order Form ("Period 2"), Subscriber shall receive access to the CLEAR product(s) elected by Subscriber on the Order Form and as set forth below, at the rates set forth therein. All access to and use of CLEAR Excluded Charges, shall be billed at the then-current Schedule A CLEAR rates.

- 3.3 The Minimum Term shall be extended by the length of Period 1.
- 3.4 All other terms and conditions of the Subscriber Agreement shall remain unchanged.

## **West Publishing Corporation**

To be signed by authorized home office personnel only
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scriber
* )
ne (please print): 🎾
e: 🔊
e: >>
scriber's Address: > 200E. MAINST. 2N
LEXINGTON, Ky. 40507

Internal Office use only

Amendment = Period 1 ZPER Bridge 3.1 = VTC Months

Order Form Monthly Charge = Adj Rnwl Base Value

Full Sve #	CLEAR Product(s)	# Users/ Alerts/Seats at Subscriber Location	MonthlyBanded/ Base Rate	Per User Rate	Other	Total Monthly Charges
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	Subscriber Certification Section	
Subscriber Coute.	Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber by his/her	initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's trolling product, Internet and network access:	
access to the Ir	nitials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to conternet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's or controlling Internet access.	trol
agrees to provi	nitials. Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscribe its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West criber must design, configure and implement its own security configuration.	ber
Subscriber's l any applicable	nifials. 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 violatic federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.	n of
Subscriber's I fully comply w	nitials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use with the following restrictions:	
	In no event shall anyone other man approved Subscriber employees be provided access to or control of any terminal with access to CI or CLEAR data.  Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee ac	
:	No access shall be outsourced or otherwise provided to third parties.	AAAAA.
<u>`</u>	Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.	-
12 T 3 24	IP Address Section	
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Permissible IP Subscriber's Internet !	addresses must be IPv4 addresses.  Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber	
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# **Government Accounts Only**

Addendum to West Order Form for WestlawPRO Orders

Subscriber:	Lexin	gton	Fayette	Urban	County	Govt,	Dept.	of Revenue	
Account #:								And the second s	
Date of Ord									-

- 1. Effect of Addendum. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.
- 2. Modification of Order Form-Non Availability of Funds. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business	Subscriber	
	Signed: X	
Accepted by:	Name (please print):	
Title:	Title:>	
Date:	Dates	

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