



THOMSON REUTERS™

## Order Form

Contact your representative [christine.labounty@thomsonreuters.com](mailto:christine.labounty@thomsonreuters.com) with any questions. Thank you.Order ID: **774125**

### Subscriber Information

**Account Address:**

Account #: **1000477317**  
MONTEREY COUNTY  
Ofc. of the District Attorney  
Investigations Unit-Jalaine Bradley  
1200 AGUAJITO RD RM 301  
MONTEREY, CA 93940  
US  
(831) 647-7770

**Shipping Address:**

Account #: **1000477317**  
MONTEREY COUNTY  
Ofc. of the District Attorney  
Investigations Unit - Edith Brown  
230 Church Street Suite/Floor 2  
Salinas, CA 93901  
US  
(831) 647-7770

**Billing Address:**

Account #: **1000477317**  
MONTEREY COUNTY  
Ofc. of the District Attorney  
Investigations Unit-Jalaine Bradley  
1200 AGUAJITO RD RM 301  
MONTEREY, CA 93940  
US  
(831) 647-7770

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### CLEAR Products

#### CLEAR Fixed Rate

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
41308733	Enhanced CLEAR PRO Gov Fraud (Banded) <div>Short-Term Bridge/Contract 1 Month See Additional Bridge Terms below</div>	7	CLEAR Users	36	Year2-5% Year3-5%

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR that is not included in your subscription. Excluded Charges may change after 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 30 days written or online notice.

### Post Minimum Terms

**For Online/Practice Solutions/Software:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

### Miscellaneous

**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.

**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.

**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 30 days written or online notice.

**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.

**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. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and 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.

**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.

**General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. 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.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access.

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 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 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 will maintain the most current version of the West software to access CD-ROM/DVD-ROM or West Reporter DVD-Archival products for security purposes.

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 Westlaw or Westlaw 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.

Subscriber certifies that inmates, third parties on behalf of inmates and employees will be using the information product and will have direct access to or control of the terminal. Subscriber understands that if it provides direct inmate access Subscriber must subscribe to the Westlaw Correctional product. Westlaw Correctional is available to federal, state, county, municipal or privately operated correctional facilities. Access is limited to Subscriber's physical premises. Remote access is strictly prohibited.

#### Additional Bridge Terms

1. You will receive access to the West product(s) designated above for the Bridge Monthly Charges shown below beginning on the effective date of this Order Form and continuing for a "Bridge Period" of one (1) complete calendar month for 41308733 at \$0.00. The Bridge period(s) will not apply to any CLEAR transactional product. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the above.

2. All other terms and conditions of the Order Form remain unchanged.

#### Additional Contract Information

**NON-AVAILABILITY OF FUNDS** FOR CLEAR GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

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.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 774125

#### ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date



THOMSON REUTERS™

## Attachment

Contact your representative [christine.labounty@thomsonreuters.com](mailto:christine.labounty@thomsonreuters.com) with any questions. Thank you.

Order ID: **774125**

### Payment and Shipping Information

**Payment Method:**

Payment Method: **WestAccount**

Account Number:

**Shipping Information:**

Shipping Method: **Ground Shipping - U.S. Only**

### Additional Information

Created By: **0570224**

Order Source: **27**

Revenue Channel: **01**

Order Date: **3/21/2016 5:55:41 PM**

P.O. Number:

Additional Data B: **7**

### Product and User Details

#### Banded Products for all users below

41308733 Enhanced CLEAR PRO Gov Fraud (Banded)

User	Position	Email
Diane Marano	Clear Investigator	maranod@co.monterey.ca.us
Cristine Lambarte	Clear Investigator	lambartec@co.monterey.ca.us
John Coletti	Clear Investigator	colettij@co.monterey.ca.us
Alicia Cox	Clear Investigator	Coxam@co.monterey.ca.us
Jackie Meroney	Clear Investigator	meroneyj@co.monterey.ca.us
Adam Sepagan	Clear Investigator	sepaganal@co.monterey.ca.us
April Vieira	Clear Investigator	vieiraa@co.monterey.ca.us

#### Account and IP Address Info for CLEAR Products

#### Technical Contact for CLEAR Products

**Name:** Jalaine Bradley

**Phone:** 831-647-7981

**Email:** bradleyjc@co.monterey.ca.us

#### 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



IP Addresses: - - - - - to - - - - -

Subscriber's Internet Service Provider Name: Same as existing

All 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.

Order Contact Information				
First Name	Last Name	Email Address	Contact Description	Contact Number
Jalaine	Bradley	bradleyjc@co.monterey.ca.us	Order Confirmation Contact	28
Jalaine	Bradley	bradleyjc@co.monterey.ca.us	Primary Password Contact	24
Jalaine	Bradley	bradleyjc@co.monterey.ca.us	CLEAR® Primary Account Contact	46
Jalaine Bradley and	Gary Craft	bradleyjc@co.monterey.ca.us / craftga@co.monterey.ca.us	My Account Administrator	My Account
Jalaine Bradley and	Gary Craft	bradleyjc@co.monterey.ca.us / craftga@co.monterey.ca.us	Quickview Contact	Quickview

Office Use Only	
■ OF Ver: <a href="https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&amp;ordergroupid=722520c50c6f46a1a5d02ef81aef7afa&amp;isofview=yes">https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&amp;ordergroupid=722520c50c6f46a1a5d02ef81aef7afa&amp;isofview=yes</a>	

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



THOMSON REUTERS™

**Subscriber Information**

Account Number (if applicable) 1000477317

Full Legal Name/Entity MONTEREY COUNTY Ofc. of the District Attorney Investigations Unit-Jalaine Bradley

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 1200 AGUAJITO RD RM 301

City MONTEREY Country (if not US) US

State CA Zip 93940

Main Organization Telephone (831) 647-7770

Location/Contact/Ext Telephone \_\_\_\_\_

E-Mail Address bradleyjc@co.monterey.ca.us

Website co.monterey.ca.us

Cell Phone (if no land line available) \_\_\_\_\_ ☐ Check here if no website available

REQUIRED

**ACCOUNT TYPE SECTION**

Select the applicable type and continue to next step

**Select Type of Government**

- ☐ US – Federal  
☐ US – State  
☐ US – Local  
☐ Tribal Government  
☒ Other Government (please describe) County

**Select Type of Academic Institution**

- ☐ Privately Funded Academic Institution (non-govt funded)  
☐ Government Funded Academic Institution

Do your end users have arrest powers? ☐ No ☒ Yes

Will data be used to help collect consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?

☒ No ☐ Yes

Are you requesting access to the Social Security Administration Death Master File ("DMF"), which includes date of birth, social security number, and full date of death for deceased individuals within three years of death ("Limited Access DMF")?

☐ No ☒ Yes

Are you requesting access to Utility data?

☐ No ☒ Yes

Depending on the specific data that you are requesting, a site inspection may be required of each of the location(s) where your end user(s) will be using the product.

Please provide the name and phone number of the person you would like us to contact if a site inspection needs to be scheduled.

Name Jalaine Bradley

Telephone Number 831-647-7981

**Multiple Locations/Branches/Subsidiaries**

☐ Please check here if your end users will be using the product at multiple locations. If so, please attach a completed *Addendum to Account Validation and Certification Form-Multiple Locations*.

**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 do not have a 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 do not have a 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.

**Permissible Use and Certification under the Bipartisan Budget Act of 2013 to Limited Access DMF**

Your use of the Limited Access DMF (as defined above) is controlled by the U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 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 do not have a permissible use.
- ☐ For a legitimate fraud prevention purpose
- ☒ For legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty

The U.S. Bipartisan Budget Act requires that (1) you maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the Limited Access DMF, and (2) you have the 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 agree that you will not make the Limited Access DMF available to any person or entity that does not meet the requirements to be a Certified Person as set forth in 15 C.F.R. §1110.102. IF REQUIRED BY A GOVERNMENT AGENCY, YOU AGREE TO BE PROPERLY CERTIFIED PRIOR TO UTILIZING THE LIMITED ACCESS DMF AND WILL PROVIDE A COPY OF SUCH CERTIFICATION TO WEST UPON ITS REQUEST.

	<b>UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION</b> <b>Qualified Accounts Only</b>	
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**WEST PUBLISHING CORPORATION ('WEST') – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY:** West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the 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 public records products is truncated or masked. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, we require validation on a regular basis to certify that the unmasked and full display of personal information is needed, continues to be needed, and will only be used in connection with legitimate business. West, in our sole discretion, reserves the right to discontinue access to unmasked and full display of sensitive information as we deem necessary or as required by our data providers.

**CLEAR Subscribers:** All CLEAR Users on this account will be granted the same level of access to sensitive personal information upon approved credentialing.  
**Westlaw Subscribers:** Only those Westlaw users listed below will be granted access to unwanted or full display of sensitive personal information.

Please provide the names and passwords of those Westlaw end users for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

**BY SIGNING BELOW YOU CERTIFY THAT:**

- All end users will access and use the data, including all personally identifiable information, in accordance with all applicable laws, rules, and regulations. No end user will access records that require a permissible use unless such a use exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of any data. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, OR DISCLOSURE OF DATA AVAILABLE OR ACCESS BY YOUR END USERS.** You agree to immediately notify us of any actual or suspected breach or unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any related investigation.
- You and your end users are NOT involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity and neither you nor your end users have or will assisted or facilitated these activities by your customers. Neither you nor your end users are on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.
- You understand that West is not a Consumer Reporting Agency and that you will only use the data to support your own processes and decisions. You understand that you are strictly prohibited from denying any service or access to a service to a consumer based on any data. Examples of types of service include eligibility for credit or insurance, employment decisions, or any other purpose described in the Fair Credit Report Act (15 U.S.C.A. §1681 et. seq.).
- You understand that you may periodically be required to re-certify information provided in this AVC form.
- All information you provided in this AVC Form and any related or associated documents is true and correct and, if applicable, applies to all locations set forth in the Multi-Location Addendum. Your signature below as “Authorized Representative” certifies that you are the authorized signatory for this account



**AUTHORIZED REPRESENTATIVE**



**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature**   X   \_\_\_\_\_

All information is subject to verification and approval by West

## GENERAL TERMS AND CONDITIONS

### Thomson Reuters Legal Products and Services



THOMSON REUTERS

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products or services in the Thomson Reuters ordering document. “We”, “our”, “Thomson Reuters” and “Thomson Reuters Legal” means West Publishing Corporation and our affiliates; “you” and “your” means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority.

**1. License Terms.** (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) Software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products or services in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products and services is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) 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 on 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).

(h) 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 these General Terms and Conditions.

**2. Third Party Providers.** Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

**3. Regulated Data.** Due to the regulated or private nature of some data in our information products like 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 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 caused by us.

**4. Hosted Services.** (a) Our hosted services are designed to protect the content you store in the hosted service. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted service, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted services or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted service for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted service from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to

delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

**5. Professional Services.** The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

**6. Privacy.** The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties 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 alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

**7. Confidentiality.** Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party 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.

**8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

**9. Liability.** (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. 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, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product 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 us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

**10. Term, Termination.** (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement.

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions if the amendments materially change the agreement. If the parties cannot reach mutual agreement within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

**11. Force Majeure.** Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

**12. General.** (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product – Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.