

**WEST ORDER FORM - CLEAR<sup>®</sup> SERVICES – TN SWC  
CONTRACT #44073**



**THOMSON REUTERS™**

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

<b><u>Check West account status below as applicable:</u></b>		Rep Name & Number _____	
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?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
Permanent Address Change ____		One-Time Ship To ____	
		Additional Ship To ____	
		Additional Bill To ____	
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State ____ County _____ Zip _____	

\*\*\* R E Q U I R E D \*\*\*  
  
I F N E E D E D

**CLEAR Fixed Rate**

Full Svc #	CLEAR Products	# of Users/Alerts/Seats at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges

**Notes:**

**Total Monthly Charges \$** \_\_\_\_\_

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Monthly Charges apply regardless of Subscriber's actual use. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately 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).

<b>Internal Use Only</b>	<b>TNMS</b>
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**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"). CLEAR 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) CLEAR charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement.

\_\_\_\_\_ Subscriber's Initials for longer Minimum Term. Please check: \_\_\_ 24 or \_\_\_ 36 month Minimum Term.

<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 Windows</b>	
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Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window

**Notes:**

CLEAR Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber shall guarantee minimum Monthly CLEAR charges as set forth above ("Monthly Charges") regardless of Subscriber's actual usage. All CLEAR charges shall be waived for Subscriber's actual usage in excess of the Monthly Charges through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. CLEAR charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use 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 Charges or Monthly Window for such month.

	<b>Subscriber Certification Section</b>	
<b>Required for all accounts that interact with, manage or house inmates or detainees.</b>		

**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:**

- \_\_\_\_\_ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.
  
- \_\_\_\_\_ **Subscriber's Initials.** 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 West software. Subscriber must design, configure and implement its own security configuration.
  
- \_\_\_\_\_ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.
  
- \_\_\_\_\_ **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:
  - In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR 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 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 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 \_\_\_\_\_

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

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(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: <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

**CLEAR Users, My Account Administrator and Authorized QuickView+ User**

Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC

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 users(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 \_\_\_\_\_

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

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

	<b>Additional Terms</b>	
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**Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms.** Subscriber may separately authorize West to automatically charge a credit card ("Auto Charge") or electronic fund transfer ("EFT"), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

**Returns and Refunds.** If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

**Other Terms and Conditions.** Any passwords 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 Government Subscribers Only.** This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

**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.

	<b>CLEAR Products to be Lapsed</b>	
Full Svc #	CLEAR Products	

The Research Subscriber Agreement, the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-clear>) is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict 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. This Order Form is subject to the terms and conditions of the TN SWC Contract #44073 ("Contract"). In the event of any conflict between the terms and conditions of the Order Form and the Contract, the terms and conditions of the Contract shall govern. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Contract, Subscriber Agreement, Schedule A, and this Order Form.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Signature   X   \_\_\_\_\_

For Credit Card Transactions only:	Visa _____ Master Card _____ Am Ex _____	<b>Total Amt. to Charge</b> <b>for this Order</b>
Card # _____	Expir. Date _____	_____
Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized.		