

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

West Publishing Corporation
 d/b/a **WEST**
 A Thomson Reuters business

<i>Check West account status below as applicable:</i>		Rep Name & Number	Malouf 0009630		
<input checked="" type="checkbox"/> New (NACI Form attached) <input type="checkbox"/> Existing with no changes <input type="checkbox"/> 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 checked="" type="checkbox"/> No					
Acct #	New	PO #	Date 7/15/11		
Name/Subscriber	Northeast Ohio Regional Fusion Center				
Order Confirmation Contact Name	Beth Zupancic				
E-Mail	ezupancic@cuyahogacounty.us				
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		
CLEAR Products					
Full Svc #	CLEAR Products	# of Users at Subscriber's Location	Monthly Banded	Other	Total Monthly CLEAR Charges
41011056	CLEAR w/ Web Analytics	7			\$681.60
Notes: Two year term to commence on (or about) 7/15/11 and run through 7/31/13. Total cost of services not to exceed \$17,222.98 during this term.					
Total Monthly CLEAR Charges \$ \$681.60					

CLEAR 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 CLEAR Charges will be billed as set forth herein. Upon conclusion of the CLEAR Minimum Term, Monthly CLEAR Charges are billed thereafter at up to the current rates. Excluded Charges and Monthly CLEAR 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.

Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than 6 (six) % over the Monthly CLEAR Charges 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 CLEAR Charges for the second 12 months not to increase by more than % over the Monthly CLEAR Charges for the initial 12 months and Monthly CLEAR Charges for the third 12 months not to increase by more than % over the Monthly CLEAR Charges for the second 12 months.

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 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. 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" (as defined herein). At the end of the Minimum Term Subscriber access to CLEAR Batch shall terminate unless subscriber and West enter into a superseding agreement. CLEAR Charges for CLEAR Batch shall be billed at then-current Schedule A rates. CLEAR Charges are subject to change as set for in the "Subscriber Agreement" (as defined herein).

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

Office Use Only

OF Instruc: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Batch Window						
Full Svc #	CLEAR Batch Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

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. During the Minimum Term, Subscriber shall guarantee minimum monthly CLEAR 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 ("Window"), as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Window as incurred, as well as any other applicable CLEAR Charges. CLEAR Batch 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 Window for such month. CLEAR Charges are subject to change as set for in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber's access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

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

Usage Logging

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below. West reserves the right to change the logging type based on credentialing and account validation.

Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

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><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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:</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 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	
<p>Valid External IP Addresses or IP Range(s) belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:</p> <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><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p>	
<p>Subscriber's Internet Service Provider Name <input type="text"/></p> <p>Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed</p> <p>Beginning IP Address <input type="text"/> Ending IP Address <input type="text"/></p> <p>Beginning IP Address <input type="text"/> Ending IP Address <input type="text"/></p>	
<p>All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range.</p> <p><input type="checkbox"/> Subscriber initials if Subscriber requests that roaming access be blocked. In such event Subscriber's users may only access CLEAR through the IP Addresses provided to West by Subscriber.</p>	
<p>If you do not know your company's external IP address(es), try the following:</p> <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.whatismyip.com 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) 	
<p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) <input type="text"/></p> <p>Telephone <input type="text"/></p> <p>E-Mail <input type="text"/></p>	

CLEAR Users, My Account Administrator and Authorized QuickView+ User								
Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC
<i>(See attached)</i>								
<p>If there are additional CLEAR users additional page(s) must be submitted with the order.</p>				User Type Key	IN = Investigator AD = Administrator AN = Analyst		SV = Supervisor TC = Technical	

CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)							
<p>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.</p>							
<p>Authorized My Account Administrator for CLEAR</p>							
Last Name	First Name	E-Mail	(Required)				
<p>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+.</p>							
<p>Authorized CLEAR Password Holder for CLEAR QuickView+</p>							
Last Name	First Name	E-Mail					

WEST®

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Account Validation and Certification (AVC) Form for CLEAR® -GOV/ACADEMIC

Subscriber Information	
<input checked="" type="checkbox"/> New CLEAR Subscriber. <input type="checkbox"/> Complete AVC Form and submit with the order	
<input type="checkbox"/> Existing CLEAR Subscriber - requesting change in unmasked display. Complete AVC Form and Fax to 866-294-1042 or email to west.clearavc@thomson.com	
Account Number (if applicable)	
NEW	
Full Legal Name/Business Entity	
Northeast Ohio Regional Fusion Center	
Business Unit/Dept	
Physical Location:	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial
Street Address	1300 Ontario Street, Suite 935
City	Cleveland
State	OH
Main Company Telephone	(216) 348-4821
Location/Contact/Ext Telephone	(216) 515-8477
E-Mail Address	ezupancic@cuyahogacounty.us
Website Address	WWW.NEORFC.US
Cell Phone (if no land line available)	
<input type="checkbox"/> Check here if no business website available	

ACCOUNT/BUSINESS TYPE SECTION
Select the applicable business type and continue to next step

Indicate Type of GovernmentSelect type of Government

- US - Federal
- US - State
- US - Local
- Tribal Government
- Other Government
- College/University Police for Academic Institution

Select type of Academic

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

Please describe _____

X

 Does the requesting Business Unit/Dept have arrest power? Yes No

CERTIFICATION SECTION FOR PRIVACY COMPLIANCE

Subscriber certifies that it has read, understands and will comply with the terms of the CLEAR Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any CLEAR Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute. Subscriber further certifies one of the following:

 Subscriber is NOT one of the following types of companies/entities: Subscriber IS one of the following types of companies/entities: - Please select the applicable type below:

- Private detective (non-commercial use for private clients)
- Bail Bond Companies, Bounty Hunters, Repossession Firms
- Dating Services
- Internet People Locator Services
- Adoption Search Firms
- Diet Centers
- Credit Clinics, credit repair companies, and credit counseling firms
- News agencies and journalists
- Future Services (i.e. health clubs, timeshares, continuity clubs, etc.)
- Foreign Government

- Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.
- Library, Association or other entity providing access via Public Terminals
- Prison or Correctional Facility providing access to inmates/detainees
- Companies on an Alert List
- Businesses Operating out of a residence
- Condominium/Homeowners Associations
- Utility or telecommunications provider that sells services to consumers

Additional Certification For Compliance

Subscriber certifies that it is NOT involved in the following Credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers; nor is it on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

Multiple Locations/Branches/Subsidiaries

Please check here if Subscriber is subscribing to services for use at multiple locations and attach the completed Addendum to Account Validation and Certification Form- Multiple Locations ("Addendum"). Subscriber certifies that the Business Type and Privacy Compliance information provided in this AVC Form applies to all locations set forth in the Addendum and that the location information set forth in the Addendum is complete and accurate.

Permissible Use under Gramm-Leach-Bliley Act

Subscriber's use of the data is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs.

At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

- Subscriber certifies there is no 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, or any officer, employee, or agent of such agency in carrying out its official duties.
- For Government Use (including Child Support Enforcement)
- 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

Permissible Use under Drivers Privacy Protection Act

Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs.

At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

- Subscriber certifies there is no 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
- For use by a licensed private investigator or licensed security service for legitimate DPPA purposes

UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION	Qualified Government Accounts Only - Not Applicable to Academic Accounts except for College/University Police Accounts	
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Complete the below section if Subscriber requests unmasked or full display of full Security Numbers, Day of Date of Birth and/or Driver's License Wallet

- Subscriber IS NOT requesting unmasked or full display of Sensitive Personal Information
- Subscriber IS requesting unmasked or full display of Sensitive Personal Information

WEST PUBLISHING CORPORATION ("WEST") - AUTHORIZED SENSITIVE 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) and other laws. As a general rule, unmasked and full display of sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate Government business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

All CLEAR Users on this account will be granted access to the same type of personal information upon approved credentialing

Information Protection Affirmation

Subscriber shall be fully responsible for any unauthorized collection, access, use, and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident that may result in the unauthorized collection, access, use or disclosure of Personal Information subject to this Agreement. Subscriber shall make all reasonable efforts to assist West in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Personal Information. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber.

Appropriate Use Standard

West provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. The use of any West information asset will be for legitimate business purposes only and in accordance with all applicable West corporate policies. Any access to or use of non-public personally identifiable information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of non-public personally identifiable information. All employees, associated with the Subscriber, including all personnel must adhere to these requirements.

Please acknowledge that you and authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 1831 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and all other applicable federal, state, and local laws, rules, and regulations. Your signature below as "Authorized Representative" certifies that you are the authorized signatory for this account(s).

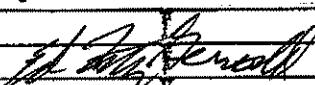
AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

I hereby certify that I am authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements I have provided in this Form are true and correct. Further, I hereby certify that the "____" agrees to the terms and conditions set forth in this form.

Edward FitzGerald
County Executive

Printed Name _____
Title _____

Date _____

Signature 

Once this document is completed and signed by an authorized representative of the Subscriber, please provide it to your West Sales Representative with a signed order. All information is subject to verification and approval by West.

Site Inspection contact if a different authorized representative is listed above.

Name _____	Telephone Number _____
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