

CLEAR® Services Subscriber Agreement

WEST.

A Thomson Reuters business

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Services order form ("Order Form") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

1. **Services.** Subscriber may subscribe to Services using West's proprietary databases and information obtained from West's suppliers by submitting a then-current Order Form. Services are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable CLEAR Schedule A, or as otherwise agreed to by the parties in writing.

2. **License.**

a. **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

b. **Use Limitations/End User.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

c. **Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in the databases and information, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

d. **Suppliers' Additional Terms.** Certain supplier services are governed by terms and conditions which are different from those set forth in this Agreement ("Suppliers' Additional Terms"). Subscriber will be given an opportunity to review Suppliers' Additional Terms by receiving notice of such Suppliers' Additional Terms online.

3. **Usage Restrictions and Information Protection.**

a. **Use of CLEAR Data.** Subscriber shall not use any Data and shall not distribute any Data to any other party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, including but not limited to credit header data, motor vehicle data, driver license data, and voter registration data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA") and, the Driver's Privacy Protection Act ("DPPA"). Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to

any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements require West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

b. **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, drivers license number, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another 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. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

4. **Charges and Modification of Charges.** Charges payable for access to Services ("CLEAR Charges") will be as stated on the Order Form and the Schedule A or as otherwise agreed upon by the parties in writing. CLEAR Charges shall commence on the date Subscriber first accesses Services or as otherwise stated on the Schedule A or Order Form. Except as may be otherwise set forth herein or in the Order Form, CLEAR Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. CLEAR Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. If full payment is not made, Subscriber may be charged up to the maximum legal interest allowed under applicable law on any unpaid balance. Subscriber is responsible for all excluded charges as incurred ("Excluded Charges"). Excluded Charges are those CLEAR Charges that are associated with the Services that are not included in the fixed Monthly CLEAR Charges, as set forth on the Order Form. West may, at its option, make certain Services Excluded Charges if West is contractually bound or otherwise required to do so by a supplier of Data or if the Services are enhanced or released after the effective date of the Subscriber Agreement and Order Form. Subscriber's access to and use of any such excluded Services shall be billed to Subscriber at then current rates in addition to the fixed Monthly CLEAR Charges. West will compare Subscriber's actual CLEAR Charges which are the pro forma CLEAR Charges set forth in the Schedule A, against the then-current fixed Monthly CLEAR Charges. In the event Subscriber's actual CLEAR Charges exceed the then-current fixed Monthly CLEAR Charges by more than three (3) times at anytime during a month, West may limit access to five gateways for the remainder of such month.

5. **Subscriber Credentials.** Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

6. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS, NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIERS' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILED, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CLEAR CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. **Subscriber Account Maintenance.** Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. **Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement.

9. **Limitation of Claims.** Except for claims relating to CLEAR charges or improper use of Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. **Term and Termination.** This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement and each Order Form may not be terminated by Subscriber prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(d) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or may result in a risk to public safety, including but not limited to the safety of private individuals, and (iv) either party

may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, current and future Schedules, Additional Terms, and the like) sets forth the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any and all prior understandings and agreements oral or written relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Force Majeure.** West's performance under this 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.

13. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address on the Order Form.

14. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

WEST ORDER FORM - CLEAR[®] SERVICES
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/587-8000



<i>Check West account status before as applicable:</i>		Rep Name & Number	Malouf 0009630
<input checked="" type="checkbox"/> New <input type="checkbox"/> (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 checked="" type="checkbox"/> Yes If yes, please provide West account number 1004065866 <input type="checkbox"/> No			
Acct #	NEW	PO #	Date 6/14/12
Name/Subscriber	Cuyahoga County Inspector General		
Order Confirmation Contact Name	Rebecca Keck		
E-Mail	rkeck@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) Rebecca Keck			
E-Mail	rkeck@cuyahogacounty.us Telephone (216) 443-5371		
CLEAR Primary Account Contact Name (general business contact) Rebecca Keck			
E-Mail	rkeck@cuyahogacounty.us Telephone (216) 443-5371		
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/ Base Rate	Per User Rate	Other	Total Monthly CLEAR Charges
41308733	CLEAR for Gov't Fraud	1				\$226.80

Notes:

One Year Term to commence upon completion of processing order and credentialing Subscriber.

Total Monthly CLEAR Charges \$ 226.80

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. 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).

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 _____ % 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.

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly CLEAR Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly CLEAR Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-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. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Batch Transactional			
Full Svc #	CLEAR Batch Products	# of Users	Other
N/A			
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). 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" (as defined herein).

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until terminated by either party upon 30 days written notice to the other party

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

Office Use Only
OF Instruct: 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
N/A						
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. Subscriber shall guarantee 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 monthly window ("Monthly Window"), as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as any other CLEAR Charges (such as CLEAR Charges for other CLEAR products to which subscriber subscribes or CLRAR Excluded 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 Monthly Window for such month. During the Minimum Term and thereafter (including any Renewal Term) underlying CLEAR Charges are subject to change as set for the in the "Subscriber Agreement" (as defined herein).

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the a Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

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

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.	
<p>Subscriber Certifications must be completed for every order, including renewals.</p> <p>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> <p>N/A</p> <p>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>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>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>Subscriber's Initials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access we 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 Ranges belonging to your organization and meeting the following requirements <u>must</u> 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>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</p>	
<p>Subscriber's Internet Service Provider Name <u>Cuyahoga County Information Services Center</u></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 <u>10.106.3.193</u> Ending IP Address _____</p> <p>Beginning IP Address _____ Ending IP Address _____</p>	
<p>All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range.</p> <p>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"> 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) 	
<p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) <u>Rebecca Keck</u></p> <p>Telephone <u>(216) 443-5371</u></p> <p>E-Mail <u>Rkeck@cuyahoga County, U.S.</u></p>	

CLEAR Users, My Account Administrator and Authorized QuickView+ User								
Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC
Keck	Rebecca	rkeck@cuyahogacounty.us	(216) 443-5371		N/A			

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
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CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)

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

Authorized My Account Administrator for CLEAR

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

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

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name _____ First Name _____ E-Mail _____

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

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

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

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

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

Non-Government Subscribers Only: Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly CLEAR Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly CLEAR Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

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

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

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

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

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

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

Non-Government Subscribers Only: Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the a Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein) Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

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

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

Returns. CLEAR Charges are non-refundable.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	
N/A		

The CLEAR Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") 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 the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____ Edward Fitzgerald, County Executive _____

Date _____

Signature _____

For Credit Card Transaction 55918

Visa _____ Master Card _____ Am Ex _____

Card # _____

Expir. Date _____

Total Amt. to Charge _____

AUTHORIZED WEST REPRESENTATIVE

Signature: _____

Printed Name: Almee M. Blatz

Title: Manager, Government Contracts

Date: 9/7/2012

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

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Subscriber Information	
<input checked="" type="checkbox"/> New CLEAR Subscriber. 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.clear@thomson.com	
Account Number (if applicable) <u>NEW</u>	
Full Legal Name/Business Entity <u>Cuyahoga County Inspector General</u>	
Business Unit/Dept The applicant's business operates out of (Please check one) <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)	
Street Address <u>1219 Ontario Street, 3rd Floor</u>	
City <u>Cleveland</u>	Country <u>USA</u>
State <u>OH</u>	Zip/Postal Code <u>44113</u>
Main Company Telephone <u>(216) 698-2101</u>	Location/Contact/Ext Telephone <u>(216) 443-5371</u>
E-Mail Address <u>rkeck@cuyahogacounty.us</u>	Website Address <u>inspectorgeneral.cuyahogacounty.us/</u>
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 Government**Select type of Government**

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

Select type of Academic

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

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:

<input type="checkbox"/> Private detective (non-commercial use for private clients)	<input type="checkbox"/> Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.
<input type="checkbox"/> Bail Bond Companies, Bounty Hunters, Repossession Firms	<input type="checkbox"/> Library, Association or other entity providing access via Public Terminals
<input type="checkbox"/> Dating Services	<input type="checkbox"/> Prison or Correctional Facility providing access to inmates/detainees
<input type="checkbox"/> Internet People Locator Services	<input type="checkbox"/> Companies on an Alert List
<input type="checkbox"/> Adoption Search Firms	<input type="checkbox"/> Condominium/Homeowners Associations
<input type="checkbox"/> Diet Centers	<input type="checkbox"/> Utility or telecommunications provider that sells services to consumers
<input type="checkbox"/> Credit Clinics, credit repair companies, and credit counseling firms	
<input type="checkbox"/> News agencies and journalists	
<input type="checkbox"/> Future Services (i.e. health clubs, timeshares, continuity clubs, etc.)	
<input type="checkbox"/> Foreign Government	

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 a 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

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 or Businesses operating out of a residence.	
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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. § 6801 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. § 6821 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).

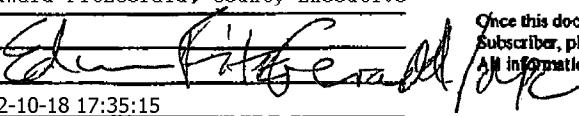
AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

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 Subscriber agrees to the terms and conditions set forth in this form and understand that I may periodically be required to re-certify information provided herein but not more than once every two years.

Printed Name Edward FitzGerald, County Executive

Title Ed

Date 10/18/2012

Signature  X 2012-10-18 17:35:15

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 <u>Rebecca Keck</u>	Telephone Number	<u>216.443.5371</u>

**Schedule A to Enhanced CLEAR® Services
Subscriber Agreement for Commercial Subscribers**

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Subscriber shall only receive access to the Enhanced CLEAR product(s) that is/are listed on the Order Form.

If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage.

Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$6.00 per search
Business Search	9.00 per search
Phone Search – Public Record Phones	3.50 per search
Phone Search – Real Time Reverse	
Phone Number Gateway	1.50 per search
Alert Result – Full Text	9.00 per result
Court Search	4.50 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
License Search	5.00 per search
Asset Search	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
NPI Search	1.00 per search
Quick Analysis	3.00 per search
Real-Time Incarceration & Arrest Records	3.50 per search
Sanctions	5.00 per search
Web Analytics Search	1.75 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Person Report	18.00 per report
Person Report – No Gateway	12.00 per report
Add Associates to Person Report	2.00 per report
Company Report	20.00 per report

2. Batch Processing

Person Batch Search	\$ 0.68 per row
Public Records Phone Batch Search	.45 per row
Reverse Phone Batch Search	.40 per row

3. Training Charges

Training shall be provided at no charge

BY ENTERING INTO THIS I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY,

WEST PUBLISHING CORPORATION, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

West Publishing/

Vendors Name/ Signature

A handwritten signature in black ink, appearing to read "Jim Bell".