

## Government Accounts Only

### Addendum to West Order Form – CLEAR Services

**Subscriber:**            **Hidalgo County District Attorney HIDTA Task Force**

**Account #:** \_\_\_\_\_

**Date of Order Form/Order Notification:** \_\_\_\_\_

1. **Effect of Addendum.** The underlying Research Subscriber Agreement (a copy current as of the date of this Addendum is attached hereto), West Order Form – CLEAR Services and Schedule A (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form - Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

3. **Termination – Right to Terminate after One Year.** Subscriber may, at its option and upon 30 days prior written notice to the other party, terminate this Subscriber Agreement after twelve months with such termination effective on the first day of the month following such 30 days.

4. **Modification to General Provisions on Order Form.** The first and second sentences of "General Provisions" on the fifth page of the form are deleted in their entirety and replaced with the following:

This Order Form is subject to approval by West Publishing Corporation ("West") in St. Paul, Minnesota and shall become effective upon verification by West of Subscriber's credentials and is governed by Texas law. The state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising from or related to this agreement.

5. **Modification to Paragraph 14. General Provisions of the Research Subscriber Agreement.** The first and second sentences of "General Provisions" are deleted in their entirety and replaced with the following:

This Agreement will be governed by and construed under the law of the state of Texas, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

Except as expressly provided herein, all other terms and conditions of the Subscriber Agreement will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the Order Form.

**West, a Thomson Reuters business**

**Subscriber**

\_\_\_\_\_

Signed: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Check West account status below as applicable:** Rep Name & Number Zach Hansen 0120718

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?

Yes If yes, please provide West account number \_\_\_\_\_

No

Acct # \_\_\_\_\_ Quote # \_\_\_\_\_ PO # \_\_\_\_\_ Date 7-31-2013

Name/Subscriber Hidalgo County District Attorney HIDTA Task Force Bill To Acct # \_\_\_\_\_

Order Confirmation Contact Name Chris Yates

E-Mail cyates@hidtataskforce.us

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Chris Yates

E-Mail cyates@hidtataskforce.us Telephone 956-381-0444

CLEAR Primary Account Contact Name (general business contact) Chris Yates

E-Mail cyates@hidtataskforce.us Telephone 956-381-0444

Permanent Address Change  One-Time Ship To  Additional Ship To  Additional Bill To

Name \_\_\_\_\_ Attn: \_\_\_\_\_

Address \_\_\_\_\_ Suite/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

**CLEAR Products**

\*\*\* REQUIRED \*\*\*  
IF NEEDED

Full Svc #	CLEAR Products	# of Users/Alerts/Seats at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges
41011056	CLEAR with Web Analytics	2				\$230.00
41343514	CLEAR Alert Band	25				\$10.00

Notes:

Total Monthly Charges \$ 240.00

Monthly charges ("Monthly 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 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 Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly 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 Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement (as defined herein) and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly 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 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. 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 Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly 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.

<b>CLEAR Batch Transactional</b>	
----------------------------------	--

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. Monthly 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) Monthly 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.

**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.

<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>	
----------------------	--

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

**Notes:**

Monthly Charges are billed on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Subscriber shall guarantee minimum Monthly 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 (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. Monthly 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 Guarantee or Monthly Window for such month.

Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Guarantee for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly Guarantee 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 Guarantee for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly Guarantee for the initial 12 months and Monthly Guarantee for the third 12 months not to increase by more than \_\_\_\_\_% over the Monthly Guarantee 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 Guarantee for the Renewal Term(s) will increase 0% 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 Guarantee increase different from 0% 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. Excluded Charges may be modified as set forth in the Subscriber Agreement. 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 Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. 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. 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 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:

X  
X  
X  
X

- \_\_\_\_ 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(es), 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
Yates	Chris	cyates@hidtaskforce.us	956-381-0444					

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 Yates First Name Chris E-Mail cyates@hidtaskforce.us (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 Yates First Name Chris E-Mail cyates@hidtaskforce.us

Sub Matl #	CLEAR Renewals	Current Monthly Charges*
	Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees. *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.	

Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

\_\_\_\_ Subscriber's Initials for 12 Month Renewal Term\*\* Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly Charges 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 Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly 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 Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly 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 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 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 Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly 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.

Sub Matl #	CLEAR Window Renewals	Current Monthly Guarantee*
	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 Matl #	CLEAR Products	Current Monthly Guarantee*
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 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 Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (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 for Non-Government Subscribers Only.** 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 charges. If any 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.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable.

**Usage Cap.** In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

**Returns.** CLEAR charges are non-refundable.

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

The Research Subscriber Agreement (located at <http://legalsolutions.com/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. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_

<b>For Credit Card Transactions only:</b>			
Card # _____	Visa _____	Master Card _____	Am Ex _____
Expir. Date _____	Total Amt. to Charge _____		

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

**WEST®**  
A Thomson Reuters business

<b>Subscriber Information</b>		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity <u>Hidalgo County District Attorney HIDTA Task Force</u>		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address <u>3100 U.S. 281 Business</u>		
City <u>Edinburg</u>	Country (if not US) _____	
State <u>TX</u>	Zip <u>78539</u>	
Main Organization Telephone <u>956-381-0444</u>	Location/Contact/Ext Telephone _____	
E-Mail Address <u>cyates@hidtaskforce.us</u>	Website _____	
Cell Phone (if no land line available) _____		
<input type="checkbox"/> Check here if no website available		

**ACCOUNT TYPE SECTION**  
Select the applicable type and continue to next step

**Select Type of Government**

- US - Federal
- US - State
- US - Local
- Tribal Government
- Other Government (please describe) \_\_\_\_\_

**Select Type of Academic Institution**

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

**CERTIFICATION SECTION FOR PRIVACY COMPLIANCE**

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:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Private Detectives (non-commercial use for private clients)</li> <li><input type="checkbox"/> Bail Bond Companies, Bounty Hunters</li> <li><input type="checkbox"/> Credit Clinics, Credit Repair/Loan Modification Companies, and Credit Counseling Firms</li> <li><input type="checkbox"/> Dating Services</li> <li><input type="checkbox"/> Diet Centers</li> <li><input type="checkbox"/> Internet People Locator Services, Genealogical Research Firms</li> <li><input type="checkbox"/> Missing Children or Adoption Search Firms</li> <li><input type="checkbox"/> Non-Govt Child Support Collection Companies</li> <li><input type="checkbox"/> Payday Lenders</li> <li><input type="checkbox"/> Companies involved and/or associated with inappropriate adult content web sites and/or adult-type web services.</li> <li><input type="checkbox"/> Condominium/Homeowners Associations</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Future Services (i.e. health clubs, country clubs, timeshares, continuity clubs, etc.)</li> <li><input type="checkbox"/> Library, Association or other entities providing access via Public Terminals</li> <li><input type="checkbox"/> Prison or Correctional Facilities providing access to inmates/detainees</li> <li><input type="checkbox"/> Foreign Governments, Foreign Companies</li> <li><input type="checkbox"/> News Agencies and Journalists</li> <li><input type="checkbox"/> Repossession Companies</li> <li><input type="checkbox"/> Weapons Dealers, Pawn Shops</li> <li><input type="checkbox"/> Companies on an Alert List</li> <li><input type="checkbox"/> Utility or telecommunications providers that sell services to consumers</li> </ul> |
|---|---|

**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 Account 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, 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.

	<b>UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION</b> Qualified Accounts Only	
--	--	--

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 PERSONAL INFORMATION DISPLAY POLICY:** West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and other laws. As a general rule, 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 business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

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

Please provide the names and passwords for those individuals for which unmasked access should be added or removed. Use additional page with the info below if needed.

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

**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.

**Initial of authorized signatory**



By initialing, Subscriber certifies that it has read, understands and will comply with the terms of the Westlaw and/or 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 Westlaw/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.

**Fair Credit Reporting Act (FCRA) Use Prohibited**

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.

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.

**AUTHORIZED REPRESENTATIVE FOR CERTIFICATION**

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

Title \_\_\_\_\_

Date \_\_\_\_\_



Signature     X     \_\_\_\_\_

Once this document is completed and signed by an authorized representative of the Subscriber, please provide it to your West Sales Consultant with a signed order or fax to 866-294-1042 or email to [west.lawcredentials@thomson.com](mailto:west.lawcredentials@thomson.com).

All information is subject to verification and approval by West.

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

Name _____	Telephone Number _____
------------	------------------------



## Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT entered into between "Subscriber" and WEST PUBLISHING CORPORATION, a Thomson Reuters business ("West") regarding certain West research services, as follows:

1. **License Grant.** West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the "Product") in accordance with the provisions expressly set forth herein.
  - a. **Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).
  - b. **Storage.** Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber's database, maintained in connection with an active matter being handled by Subscriber in its regular course of business ("Project Database"). Such database must consist preponderantly of Subscriber's work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber's records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term "insubstantial portions" means amounts of Data that (a) have no independent value other than as part of Subscriber's work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product ("Contributor").
  - c. **Print Outs.** Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber's regular course of business and share such printouts: (i) with Subscriber's clients in relation to specific, ascertainable matters; and (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.
  - d. **Electronic Distribution.** Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.
2. **License Restrictions.**
  - a. **Usage Restrictions.** Subscriber may not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.
  - b. **Compliance with Applicable Law.** 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 or regulation.
  - c. **Copyright Notices.** Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.
3. **Regulated Data.** Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").
  - a. **Regulated Data Restrictions**
    - i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
    - ii. 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).
    - iii. Subscriber acknowledges that access to Regulated Data, available through the Product, 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"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.

iv. 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.

v. Subscriber agrees not to access Regulated 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 Additional Terms, as defined in paragraph 5 (Additional Terms) below.

vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

b. **Regulated Data Usage Compliance.** West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

c. **Regulated Data Subscriber Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's 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 Subscriber's access to Regulated Data.

d. **Regulated Data 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 Contributors 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 misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.

4. **Rights in Data.** Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including Data, 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 Contributors.

5. **Additional Terms.** Certain third-party Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Subscriber Agreement ("Additional Terms"). Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms>; <http://legalsolutions.com/clear-additional-terms>; and <http://legalsolutions.com/thomson-innovation-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth in the Agreement, the Additional Terms will control.

6. **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. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber 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, 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 Subscriber 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 Subscriber 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 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.

7. **Charges and Modification of Charges.** Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service 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. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

**8. Product Software and Internet Based Services.**

a. **Product Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. **Internet Based Services.** Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

**9. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED 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.

**10. Limitation of Liability.** SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA 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 PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES,

2/1/13-1

INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

**11. Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

**12. Limitation of Claims.** Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

**13. Term and Termination.** This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber 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 this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 15 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the 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. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

**14. Effect of Agreement.** This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this

SAMInet

910.dot

Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

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

16. **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 set forth in the applicable Special Offer Amendment or Order Form/Order Notification.

17. **General Provisions.** The 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 the Agreement and each party consents to the exclusive jurisdiction of such courts. Neither the 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 the 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 the 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 the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

18. **Feedback.** Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.