

**WEST ORDER FORM - CLEAR® SERVICES**

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000


**THOMSON REUTERS**

<b>Check West account status below as applicable:</b>		Rep Name & Number <u>Brad Weinreich 0141168</u>	
New <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/> Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	PO # _____	Date <u>10/4/2012</u>	
Name/Subscriber <u>Williamson County Constable Precinct 1</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Kelly Arnett</u>			
E-Mail <u>karnett@wilco.org</u>			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) <u>Kelly Arnett</u>			
E-Mail <u>karnett@wilco.org</u>		Telephone <u>512-244-8655</u>	
CLEAR Primary Account Contact Name (general business contact) <u>Kelly Arnett</u>			
E-Mail <u>karnett@wilco.org</u>		Telephone <u>512-244-8655</u>	
<div style="display: flex; justify-content: space-between;"> <span>Permanent Address Change <input type="checkbox"/></span> <span>One-Time Ship To <input type="checkbox"/></span> <span>Additional Ship To <input type="checkbox"/></span> <span>Additional Bill To <input type="checkbox"/></span> </div>			
Name _____ Attn: _____			
Address _____ Suite/Floor _____			
City _____ State _____ County _____ Zip _____			
<b>CLEAR Products</b>			

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

Full Svc #	CLEAR Products	# of Users at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly CLEAR Charges
41011056	CLEAR Plus Web Analytics	3	\$249.57			\$249.57

Notes:

**Total Monthly CLEAR Charges \$ \$249.57**

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.

	<b>CLEAR Batch Transactional</b>	
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Full Svc #	CLEAR Batch Products	# of Users	Other

<b>Notes:</b>
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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.

<b>Office Use Only</b>
OF Instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	<b>CLEAR Batch Window</b>	
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Full Svc #	CLEAR Batch Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

<b>Notes:</b>
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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 CLEAR 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.

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

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

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

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:	
X <u>JS</u>	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.
X <u>JS</u>	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.
X <u>JS</u>	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.
X <u>JS</u>	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: <ul style="list-style-type: none"><li>• 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.</li><li>• Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.</li><li>• No access shall be outsourced or otherwise provided to third parties.</li><li>• Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.</li></ul>

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 <u>must</u> be provided for all CLEAR orders: <ul style="list-style-type: none"><li>• IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.</li><li>• 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.</li><li>• All IP addresses must be IPv4 addresses.</li></ul> <i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i>	
X	Subscriber's Internet Service Provider Name _____
X	Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed
	Beginning IP Address <u>71.42.191.163</u> Ending IP Address _____
	Beginning IP Address _____ Ending IP Address _____
All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range.	
____ 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.	
If you do not know your company's external IP address(s), try the following: <ol style="list-style-type: none"><li>1. Contact your network administration, firewall or security team</li><li>2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)</li><li>3. Go to the following URL in your browser: <a href="http://tools.willco.org/yourip">http://tools.willco.org/yourip</a> or <a href="http://www.willco.org">http://www.willco.org</a> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)</li></ol>	
Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)	
Name (please print) <u>Kelly Arnett</u>	
Telephone <u>512-244-8655</u>	
E-Mail <u>karnett@wilco.org</u>	

REQUIRED

IF APPLICABLE

	<b>CLEAR Users, My Account Administrator and Authorized QuickView+ User</b>	
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Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC
Arnett	Kelly	karnett@wilco.org	512-244-8655	x				
Cervantes	Cynthia	ccervantes@wilco.org	512-244-8651	x				
Platt	Carissa	cplatt@wilco.org	512-244-8650	x				

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

	<b>CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)</b>	
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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 Woodring First Name Robert E-Mail rwoodring@wilco.org  
(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 Woodring First Name Robert E-Mail rwoodring@wilco.org

	<b>CLEAR Renewals</b>	
<p>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.</p>		

Sub Matl #	CLEAR Products	Current Monthly CLEAR Charges*
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 Terms.

\_\_\_\_ 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.

<p align="center"><b>CLEAR Batch Window Renewals</b></p> <p>Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.</p> <p>*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.</p>		
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Sub Mail #	CLEAR Batch 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 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 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.** 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

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 \_\_\_\_\_

Date 10-25-2012

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name

DAVID A. GATTI

Title

County Judge

Date

10-25-2012

Signature

X \_\_\_\_\_

For Credit Card Transactions only:

Visa

Master Card

Am Ex

Card #

Expir. Date

Total Amt. to Charge

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

<b>Subscriber Information</b>		REQUIRED
<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.clearavt@thomson.com	
Account Number (if applicable) _____		
Full Legal Name/Business Entity <u>Williamson County Constable Precinct 1</u>		
Business Unit/Dept _____		
Physical Location: <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial		
Street Address <u>1801 East Old Settlers Blvd Suite 105</u>		
City <u>Round Rock</u>	Country <u>USA</u>	
State <u>Texas</u>	Zip/Postal Code <u>78664</u>	
Main Company Telephone <u>512-244-8650</u>	Location/Contact/Ext Telephone _____	
E-Mail Address <u>karnett@wilco.org</u>	Website Address <u>www.wilco.org</u>	
Cell Phone (if no land line available) _____ <input type="checkbox"/> Check here if no business website available		

<b>ACCOUNT/BUSINESS TYPE SECTION</b> Select the applicable business type and continue to next step
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Indicate Type of GovernmentSelect type of Government

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

Please describe \_\_\_\_\_

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

<b>CERTIFICATION SECTION FOR PRIVACY COMPLIANCE</b>
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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:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Private detective (non-commercial use for private clients)</li> <li><input type="checkbox"/> Bail Bond Companies, Bounty Hunters, Repossession Firms</li> <li><input type="checkbox"/> Dating Services</li> <li><input type="checkbox"/> Internet People Locator Services</li> <li><input type="checkbox"/> Adoption Search Firms</li> <li><input type="checkbox"/> Diet Centers</li> <li><input type="checkbox"/> Credit Clinics, credit repair companies, and credit counseling firms</li> <li><input type="checkbox"/> News agencies and journalists</li> <li><input type="checkbox"/> Future Services (i.e. health clubs, timeshares, continuity clubs, etc.)</li> <li><input type="checkbox"/> Foreign Government</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.</li> <li><input type="checkbox"/> Library, Association or other entity providing access via Public Terminals</li> <li><input type="checkbox"/> Prison or Correctional Facility providing access to inmates/detainees</li> <li><input type="checkbox"/> Companies on an Alert List</li> <li><input type="checkbox"/> Businesses Operating out of a residence</li> <li><input type="checkbox"/> Condominium/Homeowners Associations</li> <li><input type="checkbox"/> Utility or telecommunications provider that sells 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 Business Type and Privacy Compliance information provided in this AVC Form applies to all locations set forth in the Addendum and that the location information set forth in the Addendum is complete and accurate.

**Permissible Use under Gramm Leach Bliley Act**

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

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

- ☐ Subscriber certifies there is no permissible use
- ☐ For use by a person holding a legal or beneficial interest relating to the consumer
- ☒ For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- ☐ For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- ☐ For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- ☐ For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- ☐ For use by any Law Enforcement Agency, or any officer, employee, or agent of such agency in carrying out its official duties.
- ☐ For Government Use (including Child Support Enforcement)
- ☐ To persons acting in a fiduciary or representative capacity on behalf of the consumer
- ☐ For required institutional risk control or for resolving consumer disputes or inquiries

**Permissible Use under Drivers Privacy Protection Act**

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

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

- ☐ Subscriber certifies there is no permissible use
- ☒ For official use by a Court, Law Enforcement Agency or other Government agency
- ☐ To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- ☐ For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- ☐ For use in connection with an insurance claims investigation or insurance antifraud activities
- ☐ For use by a licensed private investigator or licensed security service for legitimate DPPA purposes

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

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

**WEST PUBLISHING CORPORATION ("WEST") – AUTHORIZED SENSITIVE INFORMATION DISPLAY POLICY:** West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and other laws. As a general rule, unmasked and full display of sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate Government business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

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

**Information Protection Affirmation**

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

Appropriate Use Standard

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

*Please acknowledge that you and authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 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.

X Printed Name DAN A GATTIS  
X Title Chief of Police  
X Date 10-28-2012  
X Signature [Signature]

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

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

Name Kelly Arnett

Telephone Number 512-244-9655



**Non-Availability of Funds Clause for Use with WestlawPRO Government Orders**

If the Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement and the Order Form, or if a lawful order issued in or for any fiscal year during the Term of this Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement and the Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Subscriber. The Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this Amendment, and provide West notice not less than thirty (30) days prior to the date of cancellation. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to Subscriber in the immediately preceding fiscal year.

X Signature  X Date 10-25-2012