



THOMSON REUTERS

## Order Notification

Contact your representative [elliott.huss@thomsonreuters.com](mailto:elliott.huss@thomsonreuters.com) with any questions. Thank you.

Order ID: 669825

### Subscriber Information

**Account Address:**

Account #: 1000374619  
JOHNSON COUNTY ATTORNEY  
201 S BUFFALO AVE STE 410  
CLEBURNE, TX 76033  
US  
817-556-6330

**Shipping Address:**

Account #: 1000374619  
JOHNSON COUNTY ATTORNEY  
201 S BUFFALO AVE STE 410  
CLEBURNE, TX 76033  
US  
817-556-6330

**Billing Address:**

Account #: 1000374619  
JOHNSON COUNTY ATTORNEY  
201 S BUFFALO AVE STE 410  
CLEBURNE, TX 76033  
US  
817-556-6330

### Payment and Shipping Information

**Payment Method:**

Payment Method: WestAccount  
Account Number: 1000374619

**Shipping Information:**

Shipping Method: FREE Ground Shipping - U.S. Only

### Additional Information

Created By: 6026682  
Order Source: 27  
Revenue Channel: 01  
Order Date: 4/10/2015 11:52:29 AM  
P.O. Number:  
Additional Data B: 5

### Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Amy	Pardo	amyp@johnsoncountytexas.org		Order Confirmation Contact	28
Amy	Pardo	amyp@johnsoncountytexas.org		Primary Password Contact	24
Amy	Pardo	amyp@johnsoncountytexas.org		CLEAR® Primary Account Contact	46
Amy	Pardo	amyp@johnsoncountytexas.org		My Account Administrator	My Account
Amy	Pardo	amyp@johnsoncountytexas.org		Quickview Contact	Quickview

### Internal Comments

- Exception Approval Code:E210575
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&orderid=7cc46a303e104e8fad2b34fac5366ab2&isofview=yes>

**Account and IP Address Info for CLEAR Products**

**Technical Contact for CLEAR Products**

**Name:** Same as on file.  
**Phone:**  
**Email:**

**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**

**IP Addresses:** 0.0.0.0 To 0.0.0.0

**Subscriber's Internet Service Provider Name:** Same as on file.

All 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.

**New Products – Online/Practice Solutions/Software/CD ROM/ProView**

Qty	Product	Material ID
1	CLEAR Investigator (Banded)	41010940

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). 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

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 3% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 3% over the Monthly Charges for the second 12 months.

5 CLEAR users at Subscriber's location identified above.

**Automatic Renewal Term(s) for 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 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 the expiration of the then-current Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. 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 (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

**Government Subscribers Post Minimum Term.** Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

**User Information** You have requested access for the following users:

User	Position	Email	Phone
Acklen, Jeff	CLEAR INVEST CONTACT	jacklen@johnsoncountytexas.org	817-556-6330
Doty, Carolyn	CLEAR INVEST CONTACT	carolynj@johnsoncountytexas.org	817-556-6330
Hargrave, Tom G	CLEAR INVEST CONTACT		817-556-6330
Pardo, Amy	CLEAR ADMIN CONTACT	amyp@johnsoncountytexas.org	817-556-6330
Williams, Cindy	CLEAR INVEST CONTACT	cindyw@johnsoncountytexas.org	

Order Subtotal:	N/A
Order Total:	\$0.00
Products Under 36 month contract term:	\$396.63
* Billed Monthly Total:	\$396.63

\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase and other terms and conditions set forth herein.

**Lapse Subscriptions**

Active Subscriptions to Lapse	Contract Number	Material ID
CLEAR INVESTIGATOR	0117686828	41011154

**Additional Terms**

**Credit Card Transactions Only.** Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

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

**If Subscriber enrolls in the Auto Charge or Electronic Funds Transfer Payment Options:** Notwithstanding anything contained in the Subscriber Agreement or this Order Form, Subscriber will pay all invoices, in full, upon receipt. Further, as a condition of this Order Form, Subscriber will enroll in Auto EFT or AutoCharge and acknowledges and agrees that Subscriber may not discontinue participation without completion of West's credit evaluation and approval process. Subscriber is responsible for providing West advance notice of any changes to bank or credit card information, including, but not limited to name, account number, expiration date, etc. In the event West is unable to charge or draw from Subscriber's account pursuant to the terms of Auto EFT / AutoCharge, West may terminate this Order Form and Subscriber Agreement immediately upon giving Subscriber written notice of termination and material breach.

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

**Usage Cap.** In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, (or by 20 times in any month for Enterprise Law Enforcement subscribers), West may, at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations or, upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

**Notices.** Except as otherwise provided in the applicable Subscriber Agreement, 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 Order Form/Order Notification.

**Transportation Charges.** Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

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**Other Terms and Conditions.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc & Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time & Billing content prior to termination of this Order Form and Subscriber Agreement.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota 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. All payments are due 30 days from date of invoice. 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 may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. 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, 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 may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

Subscriber by his/her signature below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

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 signature, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

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 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.

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.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

-Applicable Schedule A price plan (located at <http://legalsolutions.com/schedule-a-westlaw-clear>)(for CLEAR Services)

-Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)

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 Notification, the terms and conditions of this Order Notification 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.

 \_\_\_\_\_  
Signature of Authorized Representative for order Title Johnson County Judge

Roger Harmon \_\_\_\_\_ 4-27-15  
Printed Name Date