



## ATTACHMENT 1 – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“Terms”) govern the User Agency’s access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

### 1. DEFINITIONS

- a. “**Affiliate**” means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. “**Agreement**” means each Ordering Document, the User Agency’s Standard Agreement STD 213 and/or purchase order, and for Local Governmental Agencies the appropriate equivalent contract form as determined by its procurement policies and regulations, any applicable incorporated documents including the MSA, and these Terms. The Order of Precedence as set forth in the Agreement's Statement of Work shall govern any conflicts between these Terms, the Ordering Document and the complete agreement.
- c. “**Confidential Information**” means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. “**Documentation**” means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- e. “**Ordering Document**” means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. “**Professional Services**” means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. “**Property**” means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- h. “**Services**” means the cloud computing services, software-as-a- service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. “**Usage Information**” means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- j. “**Your Data**” means “Data” as defined in the Cloud Computing Services Special Provisions and Usage Information.

### 2. IP OWNERSHIP; LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.
- d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.
- e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.
- f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.
- g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also incorporate documents which may apply to the Services you selected. The Standard Agreement STD 213 and/or Purchase Order, and for Local Governmental Agencies the appropriate equivalent contract form as determined by its procurement policies and regulations, the Ordering Document, and the terms of the MSA constitute the complete Agreement.
- h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

### 3. OUR SERVICES

- a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional

charges for selected upgrades or APIs will be set forth in a separate Ordering Document.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please refer to Exhibit G. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way.

Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(g) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures included in the Data Security Addendum [as Attachment 1(A)] apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

#### **4. CHARGES**

a. You agree to pay all undisputed invoices in full in accordance with your state laws and Exhibit B of the MSA. If you are a tax-exempt entity, you will provide written disclosure of your tax-exempt status.

b. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data. If User Agency exceeds quantities or usage outlined in the Ordering Document, User Agency and Thomson Reuters may enter into good faith renegotiations for a User Agreement amendment to incorporate excess usage at rates described in Exhibit G.

#### **5. PRIVACY**

The parties agree that the terms of the Data Processing Addendum (“DPA”), Attachment 1(B), as incorporated by reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

#### **6. CONFIDENTIALITY**

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or

in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

## **7. WARRANTIES AND DISCLAIMERS**

- a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.**
- b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**
- c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.**
- d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT**



WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.**

## 8. LIABILITY

a. **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

## 9. TERM, TERMINATION

- a. **User Agreement Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document.
- b. **Suspension and Termination.** (1) We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider per mandate by a court or regulator; or (ii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 60 days, we may terminate the Agreement.
- c. **Material Breach.** Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.
- d. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or

destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** User Agency terms may only be modified by amendment as mutually agreed upon by the Parties.

## 10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

## 11. GENERAL

a. **Assignment.** We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

c. **Trials.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

d. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we has advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

e. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

f. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

g. **Notices.** All notices under the Agreement must be in writing and sent by mail, courier, or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices within the Services themselves. Changes to third-party provider terms must be made via amendment to the MSA.

h. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither

of us have relied on any representations made by the other that are not expressed in the Agreement.

#### ACCOUNT VALIDATION AND CERTIFICATIONS

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely:
  - (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.
- All information is subject to verification.



## ATTACHMENT 1 - THOMSON REUTERS DATA SECURITY ADDENDUM

This Data Security Addendum (the “*Addendum*”) will apply to the Services set forth in the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities (each, in any form, an “*Ordering Document*”) and is fully incorporated therein. In the event of a conflict between the terms and conditions of this Addendum and the Ordering Document, the Order of Precedence in the Statement of Work will take precedence. Customer will be the same as “Customer”, “Client”, or “you”; and Thomson Reuters will mean the same as “us”, “we”, “TR” or “Thomson Reuters”, as the terms may be used in the Ordering Document.

### 1. INFORMATION SECURITY PROGRAM

- 1.1 Thomson Reuters will maintain an information security program that adopts the International Organization for Standardization (ISO/IEC 27002:2013) and/or the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). The program will include, but is not limited to, the following components:
  - (i) Information security policy framework
  - (ii) Program documentation
  - (iii) Auditable controls
  - (iv) Compliance records
  - (v) Appointed security officer and information security personnel
- 1.2 Thomson Reuters will establish and maintain information security policies designed to protect the confidentiality and integrity of Your Data hosted in the Services, which will include the following:
  - (i) Policies to restrict access to Your Data only to authorized Thomson Reuters personnel and subcontractors.
  - (ii) Policies requiring the use of user ID’s and passwords to access Your Data.
  - (iii) Policies requiring connections to the internet to have commercially reasonable controls to help detect and terminate unauthorized activity prior to the firewall maintained by Thomson Reuters.
  - (iv) Policies requiring performance of periodic vulnerability assessments.
  - (v) Policies for the use of anti-malware and patch management controls to help protect against virus or malware infection and exploitation of security vulnerabilities.
  - (vi) Policies and standards for the use of auditable controls that record and monitor activity.
- 1.3 Thomson Reuters will train and communicate to Thomson Reuters personnel its defined information security principles and information security policies and standards in accordance with the following:
  - (i) Applicable Thomson Reuters personnel will be required to take training, both at hire and on a regular basis, in information security practices and the correct use of information processing facilities to minimize possible security threats.
  - (ii) Applicable Thomson Reuters personnel will be instructed to report any observed or suspected threats, vulnerabilities, or incidents to a designated point of contact.
  - (iii) Thomson Reuters information security personnel will be made aware of reported information security threats and concerns and will support the Thomson Reuters information security policy in the course of their normal work.
- 1.4 Thomson Reuters will manage its personnel’s access to systems supporting the Services to be granted on a need-to-know basis consistent with assigned job responsibilities, which may include the use of role-based access controls to help ensure appropriate access rights, permissions, and segregation of duties.
- 1.5 Thomson Reuters will maintain a formal plan for incident response to promptly respond to suspected or confirmed breaches of Your Data in accordance with regulatory and legal obligations.
- 1.6 Shared Security Obligations. You agree that you are responsible for all transactions that occur on your account and that it is your responsibility to ensure that you and your users use unique usernames and strong passwords for accessing the Services. You agree that you and your users must hold in confidence all usernames and passwords used for accessing the Services, and each user must immediately change their username/password

combinations that have been acquired by or disclosed to an unauthorized third party. Additionally, you will use best efforts to notify Thomson Reuters if you become aware of any unauthorized third-party access to Thomson Reuters data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

## **2. DATA SECURITY CONTROLS**

### **2.1 Application Strategy, Design, and Acquisition.**

- (i) Thomson Reuters will inventory applicable applications and network components and assess their business criticality.
- (ii) Thomson Reuters will review critical applications regularly to ensure compliance with industry and commercially reasonable security standards.

### **2.2 Anti-Virus and Anti-Malware.**

- (i) Thomson Reuters will implement and configure industry standard anti-virus and anti-malware software on systems holding or processing Your Data for regular signature updates.
- (ii) Thomson Reuters will implement threat management capabilities designed to protect systems holding or processing Your Data.

### **2.3 Network Security.**

- (i) Thomson Reuters will configure network devices (including routers and switches) according to approved lockdown standards.
- (ii) Thomson Reuters will segregate the data center networks into separate logical domains with the network security controls approved by its security personnel.

### **2.4 Web and Application Security.**

- (i) Thomson Reuters will maintain commercially reasonable security measures for internet-accessible applications, including:
  - a. Implementing processes for developing secure applications.
  - b. Performing pre-deployment and ongoing security assessments of internet-accessible applications.
  - c. Developing internet-accessible applications based on secure coding guidelines such as those found in the Open Web Application Security Project (OWASP) Development Guide.
  - d. Validating the input, internal processing, and output of data in internet-accessible application(s).
- (ii) Thomson Reuters will implement a change management process for documenting and executing operational changes in Services.

### **2.5 Audit & Compliance.**

Thomson Reuters will establish and adhere to policies that comply with applicable laws. However, Thomson Reuters is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to Thomson Reuters. Thomson Reuters does not determine whether Your Data includes information subject to any specific law or regulation and compliance with any such law or regulation is the sole responsibility of the Customer.

### **2.6 Physical and Environmental Security.**

Thomson Reuters Services will be housed in secure facilities protected by a secure perimeter, with industry standard security barriers and entry controls, including:

- (i) Such Thomson Reuters facilities will be physically protected from unauthorized access, damage and interference.
- (ii) Access to such facilities will be logged and logs will be maintained.
- (iii) Procedures will be maintained for visitors and guests accessing such Thomson Reuters facilities.
- (iv) Thomson Reuters will employ physical safeguards designed to protect Thomson Reuters Services systems from security threats and environmental hazards.

### **2.7 Security Testing and Patching.**

- (i) Thomson Reuters will perform security testing for common security coding errors and vulnerabilities against systems holding or processing Your Data in line with accepted industry standards.
- (ii) Thomson Reuters will regularly scan systems holding or processing Your Data for security vulnerabilities and resolve findings within commercially reasonable and industry standard timelines.
- (iii) Thomson Reuters will follow a commercially reasonable and industry standard security patching process.

#### 2.8 Exchange, Transfer, and Storage of Information.

- (i) Thomson Reuters will encrypt Your Data when in transit externally and at rest including any data backups with commercially reasonable encryption algorithms.
- (ii) Thomson Reuters will also use encryption for Your Data being transmitted across the public Internet or wirelessly, and as otherwise required by applicable laws. This obligation will extend to Your Data downloaded to any external devices such as a removable storage device.
- (iii) Thomson Reuters will (i) hold such encryption keys in the strictest of confidence, and (ii) limit access to only named individuals with a need to have access.

#### 2.9 Penetration Testing.

Thomson Reuters or an appointed third party may periodically perform penetration testing on the Thomson Reuters systems supporting the Services. Thomson Reuters will classify any vulnerability findings identified in any such penetration testing as critical, high, medium, or low in accordance with generally accepted industry standards for providers of similar services, and Thomson Reuters will provide remediation in a commercially reasonable period of time, all in accordance with Thomson Reuters risk assessment policies. Although the actual timeframe needed to affect such remediation will depend on the nature of the finding, Thomson Reuters will endeavor to remediate all findings in alignment with the Thomson Reuters vulnerability remediation policy.

#### 2.10 Data Removal, Deletion and Destruction.

If not otherwise set forth in the applicable Ordering Document, upon conclusion or termination of the Services at the written request of the Customer, Thomson Reuters will securely destroy and confirm the destruction of all copies of Your Data in any electronic or non-electronic form, except with regard to (a) backup or archival copies kept in the normal course of business, including as part of a defined data retention program, or (b) to the extent necessary to comply with applicable law and regulations.

### **3. SECURITY QUESTIONNAIRES AND ASSESSMENTS**

3.1 No more than once per calendar year, Customer may request Thomson Reuters in writing to complete an information security questionnaire, or by way of a secure portal, be provided with a pre-populated security questionnaire in an industry recognized format. Thomson Reuters agrees to respond to such questionnaire as soon as commercially reasonable. Customers who purchase multiple products under one or more agreements will coordinate requests into a single questionnaire per calendar year.

3.2 To the extent Thomson Reuters performs and makes available to Customers an independent third-party assessment or certification with respect to that service (e.g. ISO 27001, SOC 2), upon Customer's request, Customer may review an available summary of the results of such security assessment for the Services containing Your Data.

### **4. NOTIFICATION OF SECURITY BREACH**

4.1 Thomson Reuters will, within forty-eight (48) hours, notify Customer of a Security Breach.

4.2 In the event of any such Security Breach, Thomson Reuters will take commercially reasonable measures and actions to remedy or mitigate the effects of the Security Breach and will perform a root cause analysis to identify the cause of such Security Breach.

4.3 Upon Customer's reasonable request, Thomson Reuters may provide documentation related to such Security Breach, including, to the extent known, a summary of the cause of such Security Breach and steps taken to

remedy the Security Breach and to prevent a reoccurrence. Thomson Reuters will reasonably cooperate with Customer in seeking injunctive or other equitable relief against any such person deemed responsible or complicit in the Security Breach.

## 5. BUSINESS CONTINUITY

Thomson Reuters will, at all times while this Agreement is in effect, maintain a Business Continuity Plan. Thomson Reuters will perform periodic testing of its Business Continuity Plan to confirm its effectiveness. Upon Customer request, Thomson Reuters will provide a high-level summary about its Business Continuity Plan.

## 6. SERVICES RESILIENCE

6.1 Thomson Reuters will use commercially reasonable efforts to restore the Services by having offline backups of application data, infrastructure components and configuration settings.

6.2 Thomson Reuters will use commercially reasonable efforts to protect Services that host or process Your Data against denial- of-service attacks by implementing denial-of-service mitigation solutions.

## 7. PASSWORD REQUIREMENTS

Password selection and management controls for accessing Your Data will include the following where available:

- (i) Verification of user identify before password resets,
- (ii) Password-complexity requirements based on commercially reasonable information security standards,
- (iii) Temporary or default passwords are set to unique values and changed after first use,
- (iv) Failed and repeated access attempts are locked for a reasonable and appropriate duration,
- (v) Idle sessions are locked after a commercially reasonable period of time.

## 8. BACKGROUND CHECKS

Employment background checks serve as an important part of Thomson Reuters' selection process. Verifying background information validates a candidate's overall employability or an employee's suitability for a particular assignment. Depending on the country and position at issue, to the extent as is customary and permitted by law, all Thomson Reuters' background checks may include identification verification, prior employment verification, criminal background information, global terror/sanctions checks and education verification.

## 9. DEFINITIONS

**"Business Continuity Plan"** means a business continuity, contingency and disaster recovery activation plan to minimize disruption in and reinstate the operation of the use of the Services by you due to a disaster or similar event.

**"Professional Services"** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

**"Security Breach"** is defined as "data breach" in the Cloud Computing Special Provisions and where Thomson Reuters is required by Applicable Data Protection Law to notify you thereof.

**"Services"** means the cloud computing services, software-as- a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters that are detailed in the applicable Ordering Document.

**"Usage Information"** means (i) data and information related to your use of Thomson Reuters products, Services, information, Documentation which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

**"Your Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services. For clarity, Your Data does not include any information belonging to Thomson Reuters or its licensors, including without limitation: any content provided by Thomson Reuters as part of the Services, authentication and security information, billing and customer relationship information, marketing information, and Usage Information.

**ATTACHMENT 1 - THOMSON REUTERS DATA PROCESSING ADDENDUM**

*Last Updated: January 3, 2023*

This Data Processing Addendum (“**DPA**”) sets out the obligations of both parties with respect to the Processing of Customer Personal Data in connection with the Agreement. Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Agreement.

**1. DEFINED TERMS.** The following terms shall have the following meanings in this DPA:

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “**Agreement**” means the underlying agreement between Thomson Reuters and the Customer for the provision of the Services that references and incorporates this DPA;
- 1.3. “**Applicable Data Protection Law**” means data privacy and cybersecurity laws to the extent applicable to the relevant party’s Processing of Customer Personal Data;
- 1.4. “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to Applicable Data Protection Law, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Thomson Reuters, but has not signed its own Agreement or Order Form with Thomson Reuters and is, therefore, not a “Customer” as defined under this DPA.
- 1.5. “**Customer**” means the legal entity which has directly entered into the Agreement for Services with Thomson Reuters or its Affiliates;
- 1.6. “**Customer Personal Data**” means the Personal Data that Customer or its Authorized Affiliate provides under the Agreement for Thomson Reuters to Process on behalf of Customer in connection with the Services. Customer Personal Data does not include information that is (i) deidentified, anonymized, aggregated, publicly available information, or business contact data (unless the Applicable Data Protection Law otherwise considers such information as Personal Data), (ii) Usage Statistics; or (iii) any information that the Applicable Data Protection Law specifically states does not constitute Personal Data;
- 1.7. “**Data Security Addendum**” shall mean either (a) the Thomson Reuters Data Security Addendum or (b) if applicable, a negotiated data security addendum (Attachment 1(A)) that is incorporated into the Agreement by the parties, in each case as it may now or hereafter be amended;
- 1.8. “**Security Breach**” shall have the meaning ascribed to it in the Data Security Addendum;
- 1.9. “**Services**” means the products or services provided by Thomson Reuters to Customer pursuant to the Agreement.
- 1.10. “**Standard Contractual Clauses**” means those model clauses approved pursuant to Applicable Data Protection Law that legitimizes the transfer of Personal Data across borders, including the Standard Contractual Clauses approved by the European Commission which can be found [here](#);
- 1.11. “**Subprocessor**” means a subcontractor providing Services where such subcontractor Processes Customer Personal Data.
- 1.12. “**Thomson Reuters**” means the named Thomson Reuters entity that has entered into the Agreement for Services with



Customer;

- 1.13. **“Usage Statistics”** means information that is generated by or on behalf of Thomson Reuters and that is derived by or through the use of the Services.
- 1.14. **“Controller”** also referred to as **“Business”**, **“Processor”** also referred to as **“Service Provider”**, **“Data Subject”** also referred to as **“Consumer”** as defined by the California Consumer Privacy Act, **“Personal Data”** also referred to as **“Personal Information”**, **“Process”** or **“Processing”**, and **“Sell”** or **“Selling”** (or any of their analogous terms) shall all have the meanings set out in the relevant Applicable Data Protection Law.

## 2. PROCESSING OF CUSTOMER PERSONAL DATA AND PARTIES’ OBLIGATIONS

2.1. **Compliance with Laws.** Each party agrees to comply with its own obligations under Applicable Data Protection Laws.

2.2. **Parties’ Obligations.** With respect to the Processing of Customer Personal Data in connection with the Services, the parties agree that:

- 2.2.1. Customer is the Controller of Customer Personal Data and, consequently, Thomson Reuters is a Processor thereof;
- 2.2.2. Each party will (i) inform the other if, in its reasonable opinion, an instruction infringes on its own obligations under Applicable Data Protection Law or other laws and (ii) upon reasonable request, provide assistance required under Applicable Data Protection Law with respect to data protection impact assessments, consulting with relevant data protection authorities, and/or making available relevant information necessary to demonstrate compliance with Applicable Data Protection Law;
- 2.2.3. Without limiting Section 2.1, Customer represents and warrants that it has obtained all consents for and rights to, and has provided all necessary notices to Data Subjects with respect to, the Customer Personal Data as required for the same to be Processed as contemplated by the Agreement; and
- 2.2.4. Except as required under Applicable Data Protection Law, Customer acknowledges and agrees that Thomson Reuters is under no duty to independently collect consent from or provide notice to any Data Subjects or to investigate the completeness, accuracy, or sufficiency of any specific Customer instruction or Customer Personal Data.

3. **OBLIGATIONS OF THOMSON REUTERS.** Thomson Reuters will take steps to ensure that:

3.1. **Limitations on Processing.** It only Processes the Customer Personal Data hereunder in alignment with Customer’s instructions, including those set forth in the Agreement;

3.2. **Personnel.** Its personnel (including staff, agents, and Subprocessors) who handle Customer Personal Data are subject to a duty of confidentiality;

3.3. **Security.** It maintains and implements appropriate technical and organizational measures designed to protect Customer Personal Data against unauthorized destruction, loss, alteration, disclosure thereof, or access thereto. The parties agree that the security measures set forth on the Data Security Addendum are in scope and fulfill the obligations of this Section;

3.4. **Access Requests.** It will provide reasonable cooperation to Customer or a Data Subject to fulfil a Data Subject’s request to access, correct, delete, or cease processing of data. To the extent Thomson Reuters receives a request, correspondence, enquiry, or complaint from a regulator that directly relates to Customer Personal Data, then (to the extent permissible) it will promptly refer the same to Customer for handling;

- 3.5. **Breach Notification.** It will report a Security Breach as required and in accordance with Section 4 of the Data Security Addendum, including that, to the extent known, it shall provide relevant information and reasonable cooperation so that Customer can fulfil its own obligations as Controller. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users;
- 3.6. **Deletion and Retention.** Upon request, it will delete the Customer Personal Data in its (or its Subprocessors') possession, except to the extent that Thomson Reuters is required to retain such data by law or its data retention policies (in which case Thomson Reuters shall isolate and protect such Customer Personal Data from further active Processing except to the extent required by law);
- 3.7. **Subprocessors.** It will maintain, where required by Applicable Data Protection Law, an online listing of Thomson Reuters Subprocessors set forth on its webpages (<https://www.thomsonreuters.com/en/gdpr-privacy-information/thomson-reuters-gdpr-subprocessor-information.html>) or in notices provided from time to time; impose written data protection terms on any Subprocessor that are no less restrictive than the terms of this DPA; remain primarily liable for an acts or omissions of its Subprocessor in the same manner as for its own acts or omissions under the Agreement;
- 3.7.1. **Objection.** It will provide Customer the opportunity to reasonably object within 10 days of notice of the appointment or replacement of a Subprocessor, in which case and to the extent reasonable, Thomson Reuters will either give Customer an opportunity to pay for the Service without use of the objectionable Subprocessor or terminate, subject to the terms of the Agreement, the specific Service(s) affected by the Subprocessor at issue;
- 3.8. **Audits.** It will allow for and contribute to audits conducted by Customer or an external auditor selected by Customer in accordance with Section 3 of the Data Security Addendum. At Customer's expense and to the extent a more extensive audit is granted by Thomson Reuters, then the parties agree to negotiate, in good faith, a statement of work that outlines the scope and time frames of the audit.
4. **DATA TRANSFERS.** Customer (or its agents) or Thomson Reuters will only transfer (including any onward transfers) Customer Personal Data as permitted by Applicable Data Protection Law. If Applicable Data Protection Law requires the participation of Thomson Reuters to legitimize the transfer, such as the execution of Standard Contractual Clauses, then Customer shall notify Thomson Reuters and the parties will cooperate in good faith to implement the required transfer mechanism. If Customer becomes aware of any data localization laws that require Thomson Reuters, as a Processor to Customer, to keep a primary or the sole copy of the Customer Personal Data in a certain country, Customer shall notify Thomson Reuters and the parties shall cooperate in good faith to determine how to appropriately comply with such requirements.
5. **GENERAL.** All other terms and conditions of the Agreement remain in full force and effect. In the event of any inconsistencies between this DPA and the Agreement, the Order of Precedence as described in the Exhibit A Scope of Work shall prevail.

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*Previous Versions – Not Currently In Effect*

[Vo6072021](#) (replaced January 3, 2023)

ATTACHMENT 1A TO GENERAL TERMS AND CONDITIONS

Westlaw Next™

Supplier Additional Terms &  
Disclaimers

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# ALL DATABASES

Westlaw contains Data aggregated from multiple sources by, on behalf of, or as licensed by West to provide you with accurate and authoritative information concerning the subject matter covered. However, the nature of the Data and the collection processes limits the ability to independently verify and/or validate any of the Data and all Data is subject to change at any time without notice. Neither West nor its Providers warrant the comprehensiveness, completeness, accuracy or adequacy of the Data for any purpose. West, its Providers and their directors, employees, contractors, and agents disclaim all warranties, expressed or implied, as to any matter whatsoever and shall not be responsible for any loss or damage that may directly or indirectly arise as the result of the use of the Data contained in the Service.

The Data was not necessarily prepared or compiled by persons licensed to practice law in a particular jurisdiction. West is not engaged in rendering legal or other professional advice, and Data you obtain through the Service is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

As used herein, these capitalized terms shall be defined as follows:

**“End User”** means an employee or agent of Subscriber that is authorized to use the Service and access Data within the scope of the Agreement.

**“Provider”** means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies Data to West.

**“You” or “Your”** means Subscriber.

**“Service”** means the particular Products, Software, Internet Based Services, or other products or services that include the Data and which West makes available for use by End Users.

Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your subscription agreement.

**WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY CONSUMER. THE TERMS "ADVERSE ACTION" AND "CONSUMER" SHALL HAVE THE SAME RESPECTIVE MEANING AS THOSE TERMS ARE DEFINED IN THE FCRA.**

**DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.**



# SUPPLIER ADDITIONAL TERMS

## **ARRESTS (ARREST-ALL)**

See *Supplier Additional Terms: Court & Dockets*.

## **BANKRUPTCY FILINGS (BKR-ALL, BKR-XX)**

This Data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

## **BUSINESS FINDER – CANADA/BUSINESS FINDER – US (BUSFIND-ALL; BUSFIND-XX)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

## **CANADIAN WHITE PAGES (PEOPLE-CANADA)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

## **COURT & DOCKETS (CRIM-ALL; CRIM-XX; ADVERSE-ALL; ADVERSE-XX; DOCK-XX)**

By accessing the various court records made available to you through the Service, you acknowledge that this Data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This Data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## **CALIFORNIA**

Data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

## **CONNECTICUT**

### *Department of Corrections*

This Data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.

### *Judicial Branch Data*

Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

## **MAINE**

The Maine Sex Offender Registry Data may be used for public safety and community awareness purposes only.

## **NEW JERSEY**

Data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public

safety, or (g) housing or accommodations.

#### **NEW MEXICO**

New Mexico Data may not be used for solicitation or fund- raising purposes.

#### **NEW YORK**

New York Data may not be used for solicitation or fund- raising purposes.

#### **SOUTH CAROLINA**

South Carolina Data may not be used for solicitation or fund- raising purposes.

#### **WASHINGTON**

The Data provided is based on information obtained from the courts as of the period of time covered by the most current update. The Administrative Office of the Courts and the Washington Courts ("AOC"): 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record. In addition to the terms of your subscription agreement and without in any way limiting your subscription agreement, you acknowledge and agree that:

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LIMITATION OF LIABILITY: YOU ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- (A) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (B) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- (C) THE AOC SHALL NOT BE LIABLE FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE, OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

#### **CRIMINAL ARRESTS & INFRACTIONS RECORDS (CRIM-ALL; CRIM-XX)**

*See Supplier Additional Terms: Courts & Dockets.*

#### **D&B MARKET IDENTIFIERS (DMI-US)**

*See Supplier Additional Terms: Dun & Bradstreet.*

#### **D&B WORLDBASE (EXEC-BIOS)**

*See Supplier Additional Terms: Dun & Bradstreet.*

#### **DIVORCE (DIVORCE-ALL; DIVORCE-XX)**

*See Supplier Additional Terms: Courts & Dockets.*

#### **DUN & BRADSTREET**

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as one factor in your credit, insurance, marketing or other business decisions and will not be used to determine an individual's eligibility for credit or

insurance to be used primarily for personal, family or household purposes or to determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscription agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

DUNS® is a registered trademark of the Dun & Bradstreet Corporation.

Duns Business Records Plus is a service mark of the Dun & Bradstreet Corporation.

#### **DRIVER LICENSES – Texas (DRIVLIC-ALL; DRIVLIC-TX)**

This Data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

#### **EXECUTIVE AFFILIATIONS (EA-ALL)**

*See Supplier Additional Terms: Dun & Bradstreet.*

#### **EXECUTIVE BIOGRAPHIES (EXEC-BIOS)**

*See Supplier Additional Terms: Dun & Bradstreet.*

#### **EXECUTIVE PROFILES (EXEC-PRO)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest

game or similar promotional device.

#### **EXPERIAN CREDIT HEADER (CH-LOC)**

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the Data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this Data because of your representations, regarding its authorized use of the Data.

You shall indemnify defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorneyfees) arising out of or relating to your use of this Data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This Data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this Data to any person or entity for resale. By accessing this Data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### **EXPERIAN ACCESS SECURITY AGREEMENT**

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that your receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. **PASSWORD SHARING IS STRICTLY PROHIBITED**
- 1.2 Ensure that user IDs are not shared, either internally or externally. **PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.**
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
- 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.

1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.

1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

## 2. Maintain a Vulnerability Management Program

2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:

- Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.

## 3. Protect Data

3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)

3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the



3.4 information.

#### 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
- 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

#### **EXPERIAN CREDIT HEADER REAL TIME (CH-REALTIME)**

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this Data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### **FICTITIOUS BUSINESS NAMES (FBN-ALL; FBN-XX)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

#### **GOOGLE MAPS**

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).

#### **MARRIAGE (MARRIAGE-ALL; MARRIAGE-XX)**

See *Supplier Additional Terms: Courts & Dockets*.

#### **MOTOR VEHICLES (DMV-ALL; DMV-XX)**

This Data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this Data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This Data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### **NEW MOVERS (NEWMOVERS)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes,

contest game or similar promotional device.

#### **PEOPLE FINDER HOUSEHOLD CENTRIC (PEOPLE-HH; PEOPLEHH-XX)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

#### **REAL PROPERTY – Transactions/Pre-Foreclosures/Tax Assessor Records (RPT-ALL/XX; RPF-ALL/XX; RPA-ALL/XX)**

This Data may not be used for any direct marketing or solicitation purpose. By accessing this Data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)**

*See Supplier Additional Terms: Courts & Dockets.*

#### **UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)**

The information in this database may not be used for any purposes related to direct marketing. Further, this Data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### **VOTER REGISTRATIONS (VOTERS-ALL; VOTERS-XX)**

Voter registration Data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this Data you acknowledge that access to certain Data available through the Service, including voter registration Data is regulated by state or federal laws. You agree not to access such Data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements. Voter Data from Kansas may only be used for political campaign or election purposes.

#### **WEB ANALYTICS - YAHOO**

Yahoo! provides the Yahoo! Services to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:

<http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>. By accessing and using the Yahoo! Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS.

#### **WORK AFFILIATIONS (WORKAFFIL)**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (2) in connection with any sweepstakes, contest game or similar promotional device; OR (3) for telemarketing, email marketing or other direct consumer marketing purposes.

#### **THOMSONINNOVATION**

The terms of this Thomson Innovation ("TI") Schedule (the "TI Third Party Terms Schedule") apply to your use of TI, in addition to the terms of your Subscription agreement. In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

## 1. DEFINITIONS

1.1. In this TI Schedule, the following capitalized terms have the following meanings:

“**Content**” means any data, metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided through TI;

“**Documentation**” means the user manuals and other documentation and technical information that West and its affiliates makes generally available in relation to TI, whether in electronic form or otherwise;

“**End User**” means an authorized end user of TI within the scope of the License Level;

“**Internal Database System**” means an electronic searchable database system, which is available only to authorized End Users within a Secure Network;

“**License Level**” means the number of Subscriber’s End Users authorized to access TI as set forth in the Amendment;

“**Login Details**” means the unique user name and password used by End Users to access TI and/or Subscriber’s IP address (as notified by Subscriber in writing from time to time) required by West to validate access and other details (technical or otherwise) concerning access to TI and its login process; the Login Details shall be considered West’s Confidential Information;

“**Secure Network**” means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to End Users and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice.

## 2. RIGHTS OF USE

2.1. Subject to payment of the applicable Westlaw Charges, West grants to Subscriber in relation to TI a limited, non-exclusive, non-transferable right during the Term to allow End Users to access TI on the terms set out in paragraphs 2.2, 2.3 and 2.4 below and within the scope of the License Level.

2.2. During the Term, in relation to TI, an End User may:

2.2.1. access, download and/or print reasonable amounts of Content as reasonably required for his or her own work use and Subscriber’s internal purposes; and

2.2.2. include insubstantial portions of Content in internal documents that are the property of Subscriber, provided that such documents are for Subscriber’s internal use only, or distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only.

2.2.3. distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising Subscriber during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in each case in connection with Subscriber’s products or services.

2.2.4. maintain and use Content in an Internal Database System or in analytical tools for Subscriber’s internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted in the Amendment.

2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and include the following notice where the Content is reproduced: “This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without written consent.”

2.4. For the purpose of paragraph 2.2, an “insubstantial portion” of Content means an amount of Content which:

(i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for TI (or a substantial part of it) provided by West or its affiliates.

## 3. RESTRICTIONS ON USE

3.1. Except as otherwise authorized by West, Subscriber undertakes not to, and to ensure that End Users will not:

3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of TI or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

3.1.2. allow any non-End Users to access TI or Content, except as expressly permitted in paragraph 2.2.

3.1.3. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use TI (or any portion or derivation of the Content) in any other product or service;

3.1.4. use TI, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted in the Amendment;

- 3.1.5. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from TI;
  - 3.1.6. disclose the Login Details to any third party or allow any third party to use the Login Details to access TI (whether on an End User's behalf or otherwise);
  - 3.1.7. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede TI, whether by the use of malware or otherwise; or (ii) intercept the communications of others using TI or falsify the origin of Subscriber's or an End User's (as applicable) communications or attempt to do any of the foregoing;
  - 3.1.8. use TI (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of others; or
  - 3.1.9. use a Content Service for any medical diagnosis or treatment purpose.
- 3.2. Subscriber shall ensure that no more End User IDs than the number of End User licenses set forth in the Amendment are provided to any individuals and that the End User IDs are not transferred from one individual to another.
- 3.3. SUBSCRIBER UNDERSTANDS THAT WEST, INCLUDING ITS AFFILIATES, IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER WEST NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY SUBSCRIBER, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN TI.
- 3.4. Where applicable and as a condition of West providing access to TI, Subscriber shall ensure that it maintains all such licenses and obtains all such consents and approvals to enable West and/or its affiliates to host any data, content or other materials supplied by Subscriber, its End Users or Contributors, which Subscriber requires West and/or its affiliates to host and/or make accessible for use by End Users through TI.

**4. INTELLECTUAL PROPERTY RIGHTS.** Subscriber acknowledges that all intellectual property rights in TI and Content are owned by West, its affiliates and/or its third party Contributors. Save as expressly set forth in this Agreement, West, its affiliates and/or Contributors neither assign any intellectual property rights nor grant any licenses or rights in respect of TI or Content to Subscriber.

#### **5. PROVISION OF ACCESS TO TI CONTENT SERVICES**

##### 5.1. West and/or its affiliates:

- 5.1.1. shall make TI available to End Users via westlaw.com and accessible to End Users by unique user ID's and passwords issued to and maintained by Subscriber's password administrator. Passwords will not be issued to individual End Users;
  - 5.1.2. may suspend access to TI in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Subscriber of such suspension; and
  - 5.1.3. shall use commercially reasonable endeavors to:
    - (i) maintain commercially reasonable server capacity and commercially reasonable Internet connection bandwidth to provide End Users with reasonable access to TI; and
    - (ii) restore access to TI in the event of an unscheduled interruption or suspension of service.
- 5.2. West may change the format or nature of TI at anytime.
- 5.3. Subscriber shall be responsible for ensuring that the devices that its End Users use to access TI meet the minimum operating specifications as may be notified by West, its affiliates and/or Contributors.

#### **6. THIRD PARTY CONTENT**

- 6.1. Subscriber acknowledges it may receive access to content that originates from a source other than West ("Third Party Content") through TI. Where applicable, the Third Party Terms Schedule may contain other terms and conditions which shall apply to Subscriber's and/or any End Users' use of such Third Party Content in addition to the terms and conditions of this TI Schedule.
- 6.2. To the extent that Subscriber archives or redistributes Third Party Content, Subscriber must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to West.
- 6.3. If a Third Party Contributor ceases to make its Third Party Content available to West or requires West to suspend or terminate the provision of all or any part of its Third Party Content to Subscriber or to any of its End Users, then West may suspend or terminate that part of TI, which contains such Third Party Content, immediately without notice or further obligation to Subscriber.
- 6.4. Subscriber acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Contributor, Subscriber has no contract with any Third Party Contributor in respect of the supply of the Third Party Content. No

Third Party Contributor owes Subscriber any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, WEST, AS AGENT FOR EACH THIRD PARTY CONTRIBUTOR SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY CONTRIBUTOR FOR ANY LOSSES OF SUBSCRIBER, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

**7. US GOVERNMENT RESTRICTED RIGHTS.** If Subscriber is a branch or agency of the United States Government, the following provision applies: Any software or documentation provided hereunder is comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 CFR 12.212 (Sept 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (December 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth herein.

**8. SURVIVAL OF TERMS.** Paragraphs 1 and 4 shall survive termination or expiry of this Agreement.

## THOMSON INNOVATION THIRD PARTY ADDITIONAL TERMS SCHEDULE

The terms of this Schedule (the "TI Schedule") apply to your use of TI, in addition to the terms of your Subscription agreement.

### Interpretation

In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

### 1. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

#### 1.1. For the Corporate Tree Hierarchy Data Content set only:

- 1.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.
- 1.1.2. Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

#### 1.2. For the Newsroom Content set only:

1.2.1. The Newsroom databases ("**Newsroom Databases**") are provided "as is" without warranty of any kind. None of the licensors of the Newsroom Databases ("**Newsroom Databases Licensors**") make any warranty whatsoever as to the accuracy or completeness of any of the Newsroom Databases or the results to be obtained from using the information contained therein, and none of the Newsroom Databases Licensors shall be responsible for any claims attributable to errors, omissions or other inaccuracies in the information contained in any Newsroom Databases. The entire risk as to the results and performance of any Newsroom Database is assumed by the user of that database. Further, none of the Newsroom Databases Licensors make any representations or warranties either express or implied, with respect to any of the Newsroom Databases, including, but not limited to, the quality, performance, merchantability or fitness for a particular purpose of any Newsroom Database or any information contained therein. In no event shall any of the Newsroom Databases Licensors be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use any Newsroom Database or for any loss or damage of any nature caused to any person as a result of the use of the Newsroom Database. Material contained in any Newsroom Database may not be sold. Material contained in any Newsroom Database may not be made available in any manner whatsoever to a third party or duplicated, redistributed or archived, except solely for Client's own internal use and according only to the terms and conditions contained below.

#### 1.2.2. A user may not:

- (a) redistribute, copy or electronically store (archive) all or a majority of records from a single issue of a publication retrieved from the Newsroom Databases;
- (b) electronically store (archive) in machine-readable form for more than twelve (12) months;
- (c) delete or remove from a record or data the copyright credits or the name of the Newsroom Database from which such record or data was retrieved;
- (d) republish, distribute or make available in any manner whatsoever to third parties who are not part of the user's organization records or data retrieved from the Newsroom Databases; or
- (e) use any records or data to create a derive work, except for a compilation of electronically stored data for internal use only.

### 2. Interpretation

In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

### 3. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

#### 3.1. For the Corporate Tree Hierarchy Data Content set only:

3.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and

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## CHANGE LOG

DATE	CHANGE
5/15/2015	<ul style="list-style-type: none"> <li>• Separated Supplier Terms and Supplier Disclaimers</li> <li>• Updated Terms for Experian, Dun &amp; Bradstreet, and Thomson Innovation</li> </ul>

10/27/15	Removed Choice of Law and Jurisdiction provisions from Dun & Bradstreet
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ATTACHMENT 1B TO GENERAL TERMS AND CONDITIONS



Supplier Additional Terms & Disclaimers

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4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.
5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.
6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.
7. These terms are in addition to those found in your subscriber agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

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#### **EXPERIAN CREDIT HEADER**

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the Data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this Data because of your representations, regarding its authorized use of the Data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this Data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with

these terms, including the Experian Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This Data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this Data to any person or entity for resale. By accessing this Data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

#### **EXPERIAN ACCESS SECURITY AGREEMENT**

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

##### **1. Implement Strong Access Control Measures**

- 1.1 Each User should have a separate, unique user ID logon password. **PASSWORD SHARING IS STRICTLY PROHIBITED**
- 1.2 Ensure that user IDs are not shared, either internally or externally. **PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR TERMINATION OF YOUR ACCESS.**
- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.
- 1.5 Develop strong passwords that are:
  - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
- 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
- 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
- 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

##### **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.

### 3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

### 4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
- 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

## **EXPERIAN GATEWAY**

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this Data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

## **FICTITIOUS BUSINESS NAMES**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

## **FUGITIVES**

*See Supplier Additional Terms: Court Records.*

## **GOOGLE MAPS**

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)) and all applicable Google legal notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)).



#### **HOUSEHOLD LISTINGS/PEOPLEHOUSEHOLDS**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

#### **LAWSUITS**

*See Supplier Additional Terms: Court Records.*

#### **MARRIAGES**

*See Supplier Additional Terms: Court Records.*

#### **NEW MOVERS**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; or (2) in connection with any sweepstakes, contest game or similar promotional device.

#### **REAL PROPERTY**

This Data may not be used for any direct marketing or solicitation purpose. By accessing this Data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

#### **REAL-TIME MOTOR VEHICLES GATEWAY**

Your use of this Data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar Data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the Data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. **Access to Motor Vehicle Data:** The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." Subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.
2. **Warranty:** The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this Data. Accordingly, the Data is provided on an 'as is' 'as available' basis. Any use or reliance upon the Data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability: IN NO EVENT SHALL WESTNOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by Subscriber or any other party receiving such Regulated Data from or through Subscriber.

#### SEX OFFENDER

See Supplier Additional Terms: Court Records.

#### TRAFFIC CITATIONS

See Supplier Additional Terms: Court Records.

#### TRANSUNION GATEWAY

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15

U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing. By accessing this Data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

By accessing this Data, you shall use information obtained from each individual request for Data only one time and shall hold this Data in the strictest confidence. You shall not disassemble, decompile, or in any way reverse engineer this Data. You shall use this Data: (1) solely for your certified permitted use and shall not request, obtain or use this Data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing this Data to any other party, whether alone, in conjunction with your own data, or otherwise in any service which is derived from the data; and (2) subject to your subscription agreement. Data shall be requested by, and disclosed only to the your designated and authorized End Users having a need to know and only to the extent necessary to enable you to use the Data in accordance with your subscription agreement. You shall ensure that such designated and authorized End User shall not attempt to obtain any data on themselves, associates, or any other person except in the exercise of their official duties. With just cause, such as violation of the terms of subscription agreement or a legal requirement, or a material change in existing legal requirements that adversely affects the your agreement, West may, upon its election, discontinue serving the Data. You understand and agree that you may not use any Data for any marketing purposes without prior written consent.

#### TWITTER

Your access to and use of the Twitter Data, including any information, text, graphics, photos or other materials uploaded, downloaded or appearing in the service, is conditioned on your acceptance of and compliance with the Terms of Service located at <http://twitter.com/tos>.

Twitter's Additional Guidelines for Law Enforcement may be found at <https://support.twitter.com/articles/41949>.

Use of the Twitter Data is strictly limited to the approved use cases listed below. All other use cases are prohibited.

1. **Event Monitoring:** (a) End User use to investigate threats against the public during large public events. If law enforcement, it is allowable if they are acting at the behest of the event organizer to provide security; and (b) End User use to investigate threats against the public during large public events. If law enforcement, it is allowable only if the event has broad public access and impact (e.g. large sporting events, city marathons, concerts, academic or corporate conferences) AND the event is not political in nature.
2. **Internal Investigations/Policy Compliance:** Investigate inappropriate usage of social media by employees provided the monitoring is in compliance with End User's employee handbook or other public policies & procedures.
3. **Investigations (Corporate/commercial users only):** Corporate End User investigations related criminal or civil activity, event or situation in relation to an active and on-going investigation.
4. **Topic Generation:** Aggregate data for purposes of generation of statistics (for example: brand awareness; crime trends; economic trends and topics; legal research; new technology) provided End Users do not seek out special interest topics that are politically sensitive.

5. **Brand Awareness & Protection; Public & Community Relations:** Managing goodwill, brand sentiment, and use of intellectual property.
6. **Consumer Protection:** Product related investigations for false advertising, fraud activities, consumer product safety problems, and deceptive trade practices.
7. **Active Court Cases:** Awareness of mentions of a specific case/End User review of what is being written about an active court case provided such use does not involve identifying new individuals (i.e., identifying individuals who were not previously, explicitly involved in an ongoing investigation or are otherwise subsequently associated with a case through no use of the Twitter Data).
8. **Physical Asset Protection:** End Users use geo fences alone or in combination with specific keywords to collect content that will be scored to help identify potential threats to their assets, particularly in specific locations.
9. **Supply Chain Distribution:** Use of geo fences alone or in combination with specific keywords to collect content that will be scored to help identify potential threats to End User assets, particularly in specific locations.
10. **Executive/Employee Protection:** Detect threats to specific executives or other employees in sensitive or exposed positions by location or by keyword in compliance with End User's employee handbook, public policies & procedures, or executive/employee request. Understanding potential threats in specific locations as executives travel. Advanced location planning and pre- event analysis.
11. **IP Protection Leakage/Insider Threat and Investigations/Security Clearance:** Investigating and monitoring IP security and opted-in resources related to possible misconduct. Proactive monitoring of individuals who opt-in to be monitored to comply with insider threat regulations.
12. **Insurance Claims Investigations:** Investigate validity of claims and relationships to other parties involved in claim.
13. **Client Due Diligence (Corporate/commercial users only):** Ongoing due diligence on clients as part of risk mitigation and compliance programs.
14. **Child Exploitation Detection/Prevention:** Identify tweets containing language used by pimps to sell or exploit children.
15. **Missing & Exploited Children:** Content-based queries related to sex trafficking for purposes of combating child sexual exploitation. Content and/or location based queries to assist organizations such as NCMEC/Thorn in locating information related to missing and exploited children.
16. **Weather Disasters:** Collection of data in specific geographical areas that have suffered natural weather disasters. Used to understand the impact of individuals in the affected area and assist emergency assistance agencies in getting necessary aid to affected individuals.

#### **UNCLAIMED ASSETS**

*See Supplier Additional Terms: Court Records.*

#### **UTILITY RECORDS**

The information in this database may not be used for any purposes related to direct marketing. Further, this Data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

#### **VEHICLE & TRAFFIC**

*See Supplier Additional Terms: Court Records.*

#### **VEHICLE REGISTRATIONS**

This Data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this Data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This Data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

#### **VOTER REGISTRATIONS**

Voter registration Data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this Data you acknowledge that access to certain Data

available through the Service, including voter registration Data is regulated by state or federal laws. You agree not to access such Data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter Data from Kansas may only be used for political campaign or election purposes.

#### **WARRANT RECORD**

*See Supplier Additional Terms: Court Records.*

#### **WEB ANALYTICS - YAHOO**

Yahoo! provides the Yahoo! Services to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:

<http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>. By accessing and using the Yahoo! Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS.

#### **WORK AFFILIATIONS**

This Data may not be used (1) for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (2) in connection with any sweepstakes, contest game or similar promotional device; OR (3) for telemarketing, email marketing or other direct consumer marketing purposes.

# SUPPLIER DISCLAIMERS

## ARRESTS/ARREST RECORDS

See Supplier Disclaimers: Court Records.

## CORPORATIONS/CORPORATE FILINGS – California

THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE.

This Data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. West makes every effort to provide you with the most current Data, however, information reported in this Data may have been paid, terminated, vacated or released prior to today's date.

## CORPORATE RECORDS – Michigan

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH, CORPORATION DIVISION.

## CORPORATIONS/CORPORATE FILINGS – New York

This information, material or data is not an official record of the department of state or of the state of New York. West, a Thomson Reuters business, hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the state of New York. West, the department and the state of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model. Neither West, the department of state, the state of New York, nor any of its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.

## COURT RECORDS

By accessing the various court records made available to you through the Service, you acknowledge that this Data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This Data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

## ARIZONA

*Maricopa County Justice Courts Maricopa County Superior Court Arizona Supreme Court*

The above listed Courts in Arizona do not provide any warranties, express or implied that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records.

## ARKANSAS

The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court ("AOC") is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data.

To verify a record's accuracy, contact the clerk of the court record.

## FLORIDA

Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This Data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court

filing record) contact the source agency or court.

#### **IDAHO**

The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

#### **ILLINOIS**

Neither the Circuit Court of Cook County nor the Clerk of the Circuit Courts of Cook County warrants the accuracy, completeness, or currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

#### **NORTH CAROLINA**

The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The Data provided here is obtained from the North Carolina Administrative Office of the Courts ("NCAOC"), which is not the official custodian of any case records and provides only copies of data entered by the clerks. To verify a record's accuracy, contact the clerk of the court of record.

The NCAOC provides no warranties, express or implied, that the information or Data is accurate, correct, or complete. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data.

#### **NORTH DAKOTA**

The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court:

- A. Do not warrant that the information is accurate or complete except for court purposes;
- B. Make no representations regarding the identity of any persons whose names appear in the records; and
- C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

#### **OHIO**

The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio Data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio Data.

#### **OREGON**

The files containing data from the Oregon Judicial Department are not official records of the court, and you should verify the Oregon Data by personally consulting the "official" record reposing at the court of record.

#### **PENNSYLVANIA**

Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use this information at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

#### **CRIMINAL & INFRACTIONS**

*See Supplier Disclaimers: Court Records.*

#### **DIVORCE**

*See Supplier Disclaimers: Court Records.*

CLEAR Supplier Additional Terms & Disclaimers

LAST UPDATED: October 27, 2015

#### **DRIVERS LICENSES – All**

Your use of this Data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **FUGITIVES**

*See Supplier Disclaimers: Court Records.*

#### **LAWSUITS**

*See Supplier Disclaimers: Court Records.*

#### **MARRIAGES**

*See Supplier Disclaimers: Court Records.*

#### **MOTOR VEHICLES**

Your use of this Data may be subject to privacy restrictions imposed by Driver’s Privacy Protection Act (“DPPA”) and state law. If you access motor vehicle, driver’s license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among “permissible uses” for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

The sanctions lists provided by the U.S. Department of the Treasury’s Office of the Foreign Assets Control are one tool offered to assist users in utilizing the SDN List and/or the various non-SDN lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The Department of the Treasury does not endorse any commercial product, service, process, or enterprise. The Department of the Treasury assumes no responsibility for the content or operation of the Service.

Users are advised to check the Federal Register and this electronic publication routinely for additional names or other changes to the listings. Entities and individuals on the list are occasionally licensed by OFAC to transact business with U.S. persons in anticipation of removal from the list or because of foreign policy considerations in unique circumstances. Licensing in anticipation of official Federal Register publication of a notice of removal based on the unblocking of an entity's or individual’s property is reflected in this publication by removal from the list.

#### **PEOPLE HISTORICAL**

The information contained in this database and its use is regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select “no permissible use” from the GLBA drop down menu. The information in this database may not be used for any purposes related to direct marketing.

#### **SEX OFFENDER**

*See Supplier Disclaimers: Court Records.*

#### **STATE DEATH RECORD**

This Data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source.

#### **STOCK/SIGNIFICANT SHAREHOLDERS**

Use, duplication, or sale of any Data contained in this database, except as described in your subscription agreement, is strictly prohibited. This database is not the official legal reporting organ of the Securities and Exchange Commission. This Data is protected by copyright and is subject to the terms of usage contained in your subscription agreement. The Data is provided for your internal use and may not be duplicated or redistributed in hard copy, machine-readable, or any other form without written authorization. Neither West nor its 3rd party contributors make any representation or warranty, expressed or implied, as to the timeliness, accuracy or completeness of the Data



provided, including warranties of merchantability or fitness for a particular purpose. Electronic conversion and transmission of textual and numeric data may cause errors and/or omissions in the Data provided. Furthermore, the Data may not be up-to-date due to a delay between the preparation of Data and its inclusion on the Service. For these reasons, the Data contained on the Service is provided for research purposes only and not for investment or any other purposes. Neither Thomson Reuters nor any of its affiliates or subsidiaries are in the business of providing investment advice and shall have no liability whatsoever for any investment decision or the results of any investment made by you.

#### **TRAFFIC CITATIONS**

*See Supplier Disclaimers: Court Records.*

#### **UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)**

*See Supplier Disclaimers: Court Records.*

#### **UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)**

The Data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu.

#### **VEHICLE & TRAFFIC**

*See Supplier Disclaimers: Court Records.*

#### **WARRANT RECORD**

*See Supplier Disclaimers: Court Records.*

#### **WATERCRAFT (State Data)**

Your use of this Data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

#### **WORLD-CHECK<sup>®</sup> RISK INTELLIGENCE (WATCHLIST)**

Category Legal Notice: Category is based on information contained in the sources provided.

Reported Link Legal Notice: Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association.

This Data, including all related files, print outs, copies and derivatives, may only be used in relation to or arising out of 'Know-Your-Customer' and anti-money laundering regulations or similar statutory or professional requirements applicable to you or your representation of a third party. These statutory or professional requirements must allow for or require the screening of individuals and entities for the prevention or detection of any unlawful act or the discharge of a function designed for protecting members of the public against serious improper conduct or mismanagement, both of which must be in the substantial public interest.

The Provider is neither responsible for the information correlated in this Service nor the content of external internet sites. You shall not rely upon this Data without making independent checks to verify the information contained therein.



You acknowledge that you do not intend users to draw any negative inferences about individuals or entities identified in the Licensed Materials and shall not draw such inferences merely because persons are shown as being linked to others profiled or identified in this Data. Where an individual or entity is listed as being "Reported to be linked to" other profiles, the nature of the links vary considerably and users should not draw negative inferences merely from that association. Provider makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources. Information correlated is necessarily brief and should be read in the context of the fuller details available in the external sources provided. You should also carry out independent checks in order to verify the information correlated.

## CHANGE LOG

<b>DATE</b>	<b>CHANGE</b>
5/12/2015	<ul style="list-style-type: none"><li>• Separated Supplier Terms and Supplier Disclaimers</li><li>• Updated Terms for Experian Credit Header, Dun &amp; Bradstreet, and Real-Time Motor Vehicles Gateway</li></ul>
8/25/15	Twitter Supplier Terms added
10/14/15	Twitter Terms revised
10/27/15	Choice of Law and Jurisdiction removed from D&B terms

Attachment 1C to West General Terms and Conditions

**Product-Specific Terms - non-standard**

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.
- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.  
You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software.  
We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.
- **ProView eBook License Terms.** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user, we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.
- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user. **Westlaw.** You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.
- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.
- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library’s

physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.

- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION- SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users.
- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then- current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. YOU will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

We are not a consumer reporting agency. You may use information product data to support your own processes and decisions, but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment

decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

ATTACHMENT II – WEST LAW SCHEDULE A

Westlaw Schedule A

Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories. Standard non-discounted pricing can be compared at: <https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/quick-reference-guides/sl-govt-pricing.pdf>

1. **Subscription Charge.** \$125 per month per agency

2. **West Reporter Images**

West Reporter Images \$25.00 per image

No offline transmission charges apply.

3. **Rise of American Law**

Rise of American Law – Time \$33.33 per minute  
Rise of American Law – Document Displays 300.00 per document  
Rise of American Law – Images 300.00 per image

4. **Per Minute Charges**

A. **Home, Content and Topical Pages** \$3.50 per minute

B. **Viewing a Search Result List** \$7.00 per minute

C. **Per Minute Charges for Viewing Full Text Documents**

Range from \$11.89 per minute to \$58.97 per minute.

5. **Transactional Charges**

A. **Search Charges** \$42.00 per search

Each search query will incur a search charge.

B. **Document Display Charges.**

Range from \$13.00 to \$151.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. **Online Citation Checking Charges**

KeyCite \$13.00 per citation  
Inline KeyCite 5.00 per document

D. **Docket Charges**

The following charges apply in lieu of per minute and transactional charges\*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

\* See Pricing Guide for additional details.

E. **Public Records Charges**

The following charges apply in lieu of per minute and transactional charges.

PeopleMap

PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
<b>Public Records</b>	
Searches	13.00 per search
Document Displays	13.00 per document
<b>Real Property Reports</b>	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
<b>Delaware Corporate Records</b>	
Searches	55.00 per search
Document Displays	11.00 per document
<b>Company Investigator</b>	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

**F. Dun & Bradstreet Reports**

The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

**G. Drafting Assistant**

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

**H. Westlaw Edge**

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Jurisdictional Surveys	10.89 per document
Litigation Analytics	10.89 per report
Quick Check Reports	.00 per document
Statutes Compare	10.89 per document

**6. Foldering**

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

**7. Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

**8. PDF Charges**

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page
All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.	

**9. Westlaw Doc & Form Builder**

Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
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**10. Alert Services Charges**

Alert Services Charges

Alert Newsletter	\$0.00	per newsletter Capitol Watch
Tracks	6.00	per transaction
KeyCite Alert – Continuous	15.00	per day per transaction
KeyCite Alert – Daily	6.00	per transaction
KeyCite Alert – Non-Continuous	6.00	per transaction
Publication Alert	0.00	per transaction
WestClip Continuous	5.00	per day per transaction
WestClip Non-Continuous	0.00	per transaction

Alert charges incur on the run of the alert.

**11. APIs/System to System.** Charges predicated on content. To be negotiated and capped at \$615 per document.

## ATTACHMENT III – CLEAR SERVICES SCHEDULE A



THOMSON REUTERS™

## CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing. Standard non-discounted pricing can be compared at: <https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/quick-reference-guides/sl-govt-pricing.pdf>

## 1. Transactional Charges

## i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search
Adverse Media Search	4.00 per search

## ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report



CLEAR Risk Inform Person/Business Report 1.00 per report

**2. Batch Services**

i. CLEAR Batch Search Charges

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

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input

3. APIs/System to System. Charges predicated on content. To be negotiated but is capped at \$20.00 per search.



**ATTACHMENT IV- ACCOUNT VALIDATION AND CERTIFICATION (AVC)  
Account Validation and Certification (AVC) Form  
Westlaw and CLEAR (Government Customer Use Only) – California**

**SUBSCRIBER INFORMATION**

Account Number (if applicable) \_\_\_\_\_

Full Legal Name/Entity \_\_\_\_\_

Business Unit/Dept/Agency \_\_\_\_\_

The applicant's address below is (please check one)

a Commercial Location                       a Residence (i.e., a home-based business)

Street Address \_\_\_\_\_

City \_\_\_\_\_ County (if not US) \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Main Organization Telephone \_\_\_\_\_ Location/Contact/Ext Telephone \_\_\_\_\_

Cell Phone (if no land line available) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Website \_\_\_\_\_  Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or Range belonging to your organization that meets the following requirements:

- 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.
- If you do not know your External IP Address (es) try the following:
  - Contact your network administration, firewall, or security team
  - Contact your Internet Service Provider, ISP (i.e., Cable, DSL, Satellite, etc.)

Go to the following URL in your browser: <http://tools.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)

Internet Service Provider Name:

IP Address: \_\_\_\_\_

IP Address Range: \_\_\_\_\_

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

**ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER FORM  
MAY BE DELAYED OR PRODUCT ACCESS LIMITED**

**SUBSCRIBER INFORMATION**

**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-government funded)
- Government Funded Academic Institution  
(US – State)

**DATA USE INFORMATION**

Do your end users have arrest powers? No Yes

Will you be using the product in relation to the collection of consumer debt (i.e., Financial obligation of a consumer relating to a transaction for personal, family, or household purpose)? No Yes

Will you have end users at any location(s) other than at the address listed above? No Yes

- If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations

Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? No Yes

- If yes, please attach a completed Addendum to Account Validation And Certification Form – Unmasked Data Request

Will you use the product, in whole or in part, for any consumer-initiated Application in order to determine an individual’s eligibility for employment, Credit, housing or insurance for personal, family, household, or government benefit-related purposes? No Yes

If you are using World-Check in order to screen as individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk/thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html> Agreed N/A

Describe in detail your purpose/use case for using this product:

### PERISSIBLE USE SELECTIONS

#### Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et.seq.) In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option.

- You certify 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

Your use of certain driver’s record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option.

- You certify 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

**AUTHORIZED REPRESENTATIVE:**

**Print Name** \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_

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

**All information is subject to verification.**