



CLEAR® SERVICES TEMPORARY ACCESS AGREEMENT

AGREEMENT entered into between District of Columbia Metropolitan Police Department ("Licensee") and West, a Thomson Reuters business ("West") regarding certain West research services, as follows:

1. License.

a. **CLEAR Services.** Subject to paragraph 9 below and upon completion of this paragraph 1a, West hereby grants Licensee, at no charge, 10 CLEAR temporary access passwords and a non-exclusive, non-transferable, limited license to access CLEAR Services and associated ancillary services (collectively "Services" or "Product" unless specified otherwise) for a period of 14 consecutive days unless further extended by oral or written agreement of the parties. Licensee shall assign each CLEAR password issued hereunder to an individual user. Licensee shall provide such password assignments to West upon West's request. Sharing of CLEAR passwords is strictly prohibited. Licensee is responsible for ensuring that all end users comply with this Agreement.

b. **Grant.** Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted at anytime by West. Licensee is licensed to use data made available through Services solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

c. **Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Licensee may use the CLEAR Services, including Data (as defined below) in the regular course of Licensee's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Licensee through the CLEAR Services. Licensee may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Licensee in the regular course of Licensee's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement.

2. License Restrictions.

a. **Usage Restrictions.** Licensee may not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Licensee shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

b. **Compliance with Applicable Law.** Licensee shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation.

c. **Copyright Notices.** Licensee shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Licensee shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

3. Regulated Data. Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").

a. Regulated Data Restrictions

i. Licensee acknowledges that West provides Regulated Data to support Licensee's own processes and decisions, and Licensee should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Licensee is responsible for any denial of services or access and Licensee will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.

ii. West is not a consumer reporting agency, and Licensee certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

iii. Licensee acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.

iv. If Licensee is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Licensee's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Licensee shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Licensee develops its own source of driving history information.

- As requested by West, Licensee shall complete any state forms that West is legally or contractually obligated to obtain from Licensee before serving Licensee with state MVR Data.

v. Licensee agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.

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

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

c. **Regulated Data Licensee Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Licensee's credentials in accordance with West's internal credentialing procedures. Licensee shall notify West immediately of any changes to the information on Licensee's application for Services and, if at any time Licensee no longer meets such credentialing requirements, West may terminate this Agreement.

d. **Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled,

Licensee hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the misuse of Regulated Data by Licensee (or any other party receiving such Regulated Data from or through Licensee); and (ii) Licensee's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.

4. **Rights in Data.** Except for the license granted in this Licensee Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

5. **Additional Terms.** Certain third-party Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Licensee Agreement ("Additional Terms"). Additional Terms are available for review at the following locations: <http://legalsolutions.com/clear-additional-terms>.

6. In the event of a conflict between any Additional Terms and terms set forth in the Agreement, the Additional Terms will control.

7. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

8. **Limitation of Liability.** NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO LICENSEE OR TO ANY PERSON CLAIMING THROUGH LICENSEE OR TO WHOM LICENSEE MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIER'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO LICENSEE FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) LICENSEE'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO LICENSEE'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Reservation of Rights.** West reserves the right to modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations. Such modifications shall be effective immediately upon written notice to Licensee.

10. **Termination.** This Agreement shall become effective upon verification by West of Licensee's credentials in accordance with this Agreement and upon approval and execution by West in St. Paul, Minnesota. This Agreement shall terminate after the period set forth in paragraph 1a. Notwithstanding the term of the Agreement set forth in paragraph 1a, West may suspend the Services or terminate this Agreement at any time and for any reason.

11. **Effect of Agreement.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. West may amend the terms and conditions of this Agreement by giving Licensee written notice thereof. Any other amendment hereto must be in writing and signed by both parties.

12. **Notices.** All notices hereunder shall be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service and to Licensee at the address set forth below.

13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Minnesota.

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

Licensee Certifications

Licensee Certifications must be completed by Licensees that interact with, manage or house inmates or detainees.

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

_____ Licensee's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Licensee to control access to the Internet. Licensee by his/her initials acknowledges its understanding and acceptance of the security limits of CLEAR and Licensee's responsibility for controlling Internet access.

_____ Licensee's Initials. Licensee certifies that it shall be responsible for controlling network access to the Internet or internal Licensee sites. Licensee agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Licensee must design, configure and implement its' own security configuration.

_____ Licensee's Initials. Licensee shall not use any Data, and shall not distribute any Data to any other party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with this Agreement.

_____ Licensee's Initials. CLEAR will be accessed by Licensee employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Licensee employees be provided access to or control of any terminal with access to CLEAR or CLEAR Data.
- Terminals with CLEAR access, access credentials, and CLEAR Data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to any other parties.
- Licensee shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

Usage Logging

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below:

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

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

West reserves the right to change the logging type based on credentialing and account validation.

Licensee by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Temporary Access Agreement.

West Publishing Corporation

By: _____

Title: _____

Date: _____

In-House Contact

Name: Linda Burton

E-mail Address: Linda.burton@thomsonreuters.com

Cost Center: 39011

41011059 CLEAR PRO TRIAL W/WEB ANALYTICS BANDED

41268569 CLEAR PRO TRIAL ARREST GATEWAY BANDED

Service #: 41533108 CLEAR PRO TRIAL GOV WORLDCHECK BANDED

Licensee

By (signature): _____

Name (please print): Ralph G. Ennis

Title: Commander

Date: 5/19/14

Firm Name: Detective / MPDC

Address: 300 Indiana Ave, NW

WDC 20001

E-mail Address: Ralph.Ennis@DC.OA

Telephone: 202 [REDACTED]

Contact: _____

5/7/14