

CLEARSM Services Subscriber Agreement for GSA Subscribers

AGREEMENT entered into between ("Subscriber"), as set forth on Subscriber's Purchase Order ("Purchase Order") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

1. **FAR Applicability.** All of the terms and conditions set forth below are subject to and governed by the language of FAR clause 52.212-4 (Contract Terms and Conditions – Commercial Items). In the event any language in the terms and conditions of this Agreement conflicts with the governing FAR clause, such FAR clause takes precedence over the language of this Agreement.

2. **License.**

a. **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. 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. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph. The failure of Subscriber to provide the Internet Protocol ("IP") information, including IP Addresses, IP Range and Internet Service Provider, required in Exhibit for CLEAR Services, may result in access to the Services being delayed.

b. **Use Limitations/End User.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

c. **Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in the databases and information, 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 suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

3. **Usage Restrictions and Information Protection.**

a. **Use of CLEAR Data.** Subscriber 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. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, 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 CLEAR Subscriber Agreement for GSA Subscribers

("DPPA"), or other state or federal laws and regulations, or is subject to any other restrictions. Subscriber agrees not to access such 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 other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

b. **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "privacy laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, drivers license number, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations

hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

4. Live Gateways. In the event Subscriber is charged a monthly guarantee for usage, West will review Subscriber's actual monthly charges based upon the then-current monthly guarantee. In the event Subscriber's actual charges during a month exceed by more than three times the then-current monthly guarantee, West may limit access to live gateways for the remainder of the month.

5. Subscriber Credentials: Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

6. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND 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. NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER 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 SUPPLIERS' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS,

DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. Subscriber Account Maintenance. Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. Indemnification. Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers 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 use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement.

9. Term and Termination. This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement may not be terminated by Subscriber prior to a minimum term of one year after the date Subscriber first accesses CLEAR unless otherwise provided in the GSA Agreement currently in effect between Subscriber and West. In the event Subscriber requests a minimum term in excess of one year, this Agreement may not be terminated prior to the expiration of such minimum term. This Agreement shall automatically renew on a month-to-month basis unless either party provides the other with written notice of its intent not to renew 30 days prior to the end of the then-current term. Upon expiration of the minimum term or any renewal term, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if: (i) Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West discovers a material violation or breach of this Agreement; (iii) West reasonably believes that Subscriber's use of Data violates any applicable law or regulation; or (iv) Subscriber's use of Data under this Agreement may result in a risk to public safety, including but not limited to the safety of private individuals.

10. Suppliers' Terms and Conditions. Access to and use of West's suppliers' services may be governed by terms and conditions different than or in addition to those herein. By receipt of such supplier services, Subscriber agrees to, and shall comply with, such different and/or additional terms of suppliers.

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

12. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

13. General Provisions. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

14. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.