



THOMSON REUTERS™

**SPECIAL OFFER AMENDMENT  
TO SUBSCRIBER AGREEMENT FOR CLEAR<sup>SM</sup> SERVICES**

Special Offer Amendment ("Amendment") to Subscriber Agreement for CLEAR Services between Jefferson County Schools ("Subscriber") and West Publishing Corporation ("West") as follows:

1. **Effect of Amendment.** The underlying Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. Any modification to the terms and conditions of this Amendment must be in writing and signed by both parties.

2. **Term and Termination.** The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on February 1, 2015 or the first day of the month following the verification of Subscriber's credentials, whichever occurs later, and shall continue in effect until February 29, 2016 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to a significant increase in the number of users, divestitures or downsizing.

3. **Additional Terms and Conditions Applicable to System-to-System Services.**

3.1 West grants to Subscriber a non-exclusive, non-transferable license to access West's systems and software for the sole and limited purposes of accessing services or performing obligations set forth under the terms of this Agreement. Subscriber will not, as applicable: (i) copy, distribute, or modify West's systems for any purpose, except as specifically set forth herein; (ii) run or install any unauthorized computer software or hardware on West's network or machines; (iii) violate any third party software licenses when accessing or using West's systems or software; or (iv)

introduce into or use within any West network or machine, any spyware, malware, viruses, Trojan horses, backdoors or other software exploits. Subscriber may not transfer this Agreement and its license rights to any third party, including as part of a merger or acquisition of its assets or shares, without the express written consent of West. 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, as otherwise required by a Contributor, or if Subscriber's use of the system, including but not limited to high search volume, is compromising the stability or integrity of West's systems. West will issue to Subscriber one (1) entity-wide password and will not assign passwords to individual users of Subscriber. In addition, West will provide Subscriber with a security certificate that Subscriber must install on its systems in order to access the West system(s). Subscriber shall be required to provide West with the Internet Protocol ("IP") Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or West designated United States Territories are prohibited. Subscriber shall implement any other security measures deemed necessary by West.

3.2 West may provide Subscriber with one (1) entity-wide, non-transferable, limited license with limited access to the CLEAR Services for Subscriber's internal testing and maintenance purposes only. Subscriber's testing access may only be used for functional testing and will include up to 5,000 transactions per calendar year (partial years to be prorated) at no charge. Subscriber is expressly prohibited from conducting any load testing or running any production transactions without the prior written approval of West. Subscriber is responsible for any overages or production transactions run through the testing environment and West will invoice these transactions at its then current commercial rates. Subscriber represents and warrants that all testing and maintenance will be conducted in strict accordance with West's guidelines and instructions, this Agreement, and the terms of any applicable Customer agreements.

#### 4. Special Offer.

4.1 From February 1, 2015 through February 28, 2015 ("Period 1"), Subscriber's credentials shall be verified by West. In the event Subscriber's credentials are verified prior to the end of Credentialing Period 1, Subscriber shall receive access to the CLEAR Services set forth in paragraph 4.3 herein at no charge, up to \$375 (the "Credentialing Period Cap") for the remainder of Credentialing Period 1. Subscriber shall pay all charges in excess of the Credentialing Period Cap, discounted 15%. Such charges shall be billed at then-current Schedule A rates (located at <http://legalsolutions.com/schedule-a-clear>)

4.2 From March 1, 2015 through February 29, 2016 ("Period 2"), Subscriber shall guarantee minimum monthly CLEAR Services Charges of \$300 ("Monthly Guarantee"), regardless of Subscriber's actual usage of the CLEAR Services set forth in paragraph 4.3 herein. All CLEAR Services Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through \$375 (the "Window"). Subscriber shall pay all CLEAR Services Charges in excess of the Window (discounted 15%) and all Excluded Charges as set forth in paragraph 4.4 herein.

4.3 Except as provided in paragraph 4.4 herein, all charges associated with the use of the following Services shall be included in the Monthly Guarantee and the Window:

- CLEAR System to System

4.4 All other CLEAR Services shall not be included in the Monthly Guarantee or the Window and shall be billed to Subscriber at then current Schedule A rates, located at <http://legalsolutions.com/schedule-a-clear-soa> ("Excluded Charges").

4.5 West may, at its option, make certain CLEAR Services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if Services are enhanced or if new services are released after the effective date of this Amendment.

5. Subscriber's Office(s). This Amendment shall be effective for Subscriber's offices as outlined on Exhibit 1 for CLEAR Services.

6. Support and Training. Subscriber hereby commits to actively pursue a policy of effective use of CLEAR Services. To this end, Subscriber (with the support of West) will work toward establishing programs relating to effective use of CLEAR, including:

- (i) training in the use of CLEAR, at no charge, by West for all appropriate personnel;

- (ii) additional ongoing programs presented by West and supported by Subscriber to update and train its personnel to enhance their understanding and use of CLEAR; and

- (iii) the distribution of a memo or other communication by Subscriber to all personnel encouraging effective use of CLEAR.

7. Confidential Information of West. During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

8. Non-Availability of Funds. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under this Amendment, or if Subscriber receives a lawful order issued in or for any fiscal year during the Term of this Amendment that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the service and this Amendment, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory or regulatory authority for cancelling, and an official document certifying the non-availability of funds (e.g., Board of Education resolution, executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation. Any termination hereunder will be effective on the first day of the month following such 30 days notice.

[Signatures on the following page]

West Publishing Corporation

By

Title

Date

Date and Time Received by West in St. Paul, Minnesota:

**Jefferson County Schools**

By (signature)

Name (please print) Donna M. Hargens

Title Superintendent

Date

Subscriber Name Jefferson County Public Schools

Subscriber's Address 3332 Newburg Road

Louisville, KY 40218

Telephone Number (502) 485-6250

This offer expires January 29, 2015 at 7:00 p.m. CT.

JLK

1/13/2015

### Special Offer Billing Options

**Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment**

**X**

**Default**

**UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION ACCOUNT LEVEL REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.**

**As Is**

Subscriber's current billing arrangement should remain unchanged.

**Alternative #2**

Each account will be billed separately, each receiving an invoice and a location account level report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

**Alternative #3**

An invoice and location account level report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location account level reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: \_\_\_\_\_

# Exhibit 1 for CLEAR<sup>®</sup> Services

Main Account Name Jefferson County Public Schools Main Account # \_\_\_\_\_

CLEAR Primary Account Contact  
Name (general business contact) Barbara Dempsey

E-Mail Address barbara.dempsey@jefferson.kyschools.us Telephone (502) 485-6250

CLEAR Contact Name (for delivery of Registration  
Keys. Individual users will also receive their  
Registration Keys if their e-mail addresses are  
provided) Josh Franey

E-Mail Address josh.franey@jefferson.kyschools.us Telephone (502) 485-3556

## IP Address Section Only External IP Address(es) or Range(s) Must Be Provided

Internet Service Provider Name Jefferson County Public Schools

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Addresses for this Subscriber.

\_\_\_\_ Subscriber initials if roaming access to CLEAR, permitting user access outside of Subscriber's designated IP Address/range, should be prohibited. Please note that if this is requested Subscriber's users will be required to access CLEAR only through Subscriber's designated entity IPs on file with West.

170.185.233.106		
170.185.233.107		

Technical Contact CLEAR Products (If applicable) (Contact for IP Address Issues) \_\_\_\_\_

Name Josh Franey Telephone (502) 485-3556

**Authorized My Account Administrator for CLEAR**

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users. Unless otherwise specified, My Account Administrator will have access to all locations included in this Agreement.

Last Name	First Name, M.I.	E-Mail Address (required)
Dempsey	Barbara	barbara.dempsey@jefferson.kyschools.us

**Authorized QuickView+ User for CLEAR**

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+. Each QuickView+ user must have a CLEAR password.

Last Name	First Name, M.I.	Authorized Account Number
Franey	Josh	josh.franey@jefferson.kyschools.us

**CLEAR Users**

Account # \_\_\_\_\_ Address (Street, City, State, Zip) 3332 Newburg Road, Louisville KY 40218

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC
Franey	Josh	josh.franey@jefferson.kyschools.us	(502) 485-3556	X	X	X		X

Account # \_\_\_\_\_ Address (Street, City, State, Zip) \_\_\_\_\_

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

Account # \_\_\_\_\_ Address (Street, City, State, Zip) \_\_\_\_\_

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

Account # \_\_\_\_\_ Address (Street, City, State, Zip) \_\_\_\_\_

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users, additional page(s) must be submitted with the order.

User Type Key    IN = Investigator    SV = Supervisor  
                       AD = Administrator    TC = Technical  
                       AN = Analyst