GENERAL TERMS AND CONDITIONS

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include onpremise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

- 1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.
- (b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.
- (c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph I (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. 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. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.
- (d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.
- (e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.
- (f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.
- (g) 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).
- (h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

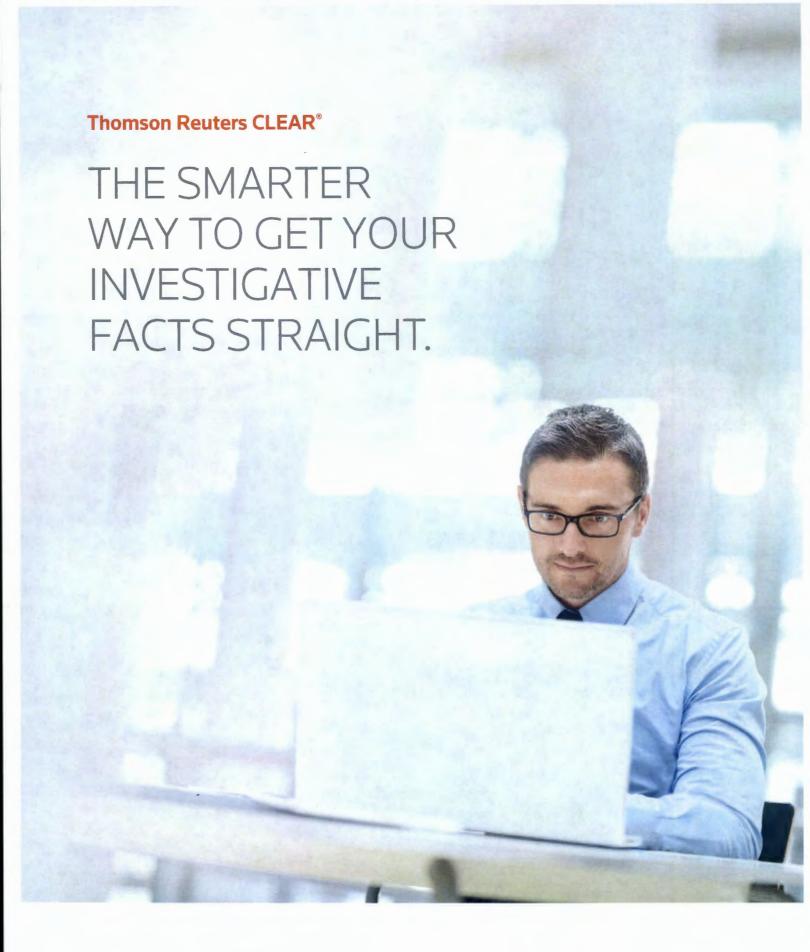


completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance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

- 2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to http://legalsolutions.com/westlaw-additional-terms and http://legalsolutions.com/clear-additional-terms.
- 3. Regulated Data. Due to the regulated or private nature of some data in our information products like 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.
- **4. Hosted Products.** (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.
- (b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.
- (c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

- **5. Professional Services.** The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- **6. Privacy.** The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.
- 7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party 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.
- 8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALLY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.
- 9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.
- (b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we 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.
- (c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

- awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.
- **10. Term, Termination.** (a) The term and any renewal terms for the product are described in the ordering document.
- (b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of 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 30 days, we may terminate the agreement
- (c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.
- (d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.
- (e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.
- (f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.
- (g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.
- 11. Force Majeure. Each party's performance under the 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. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.
- (b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
- (c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.
- (d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.



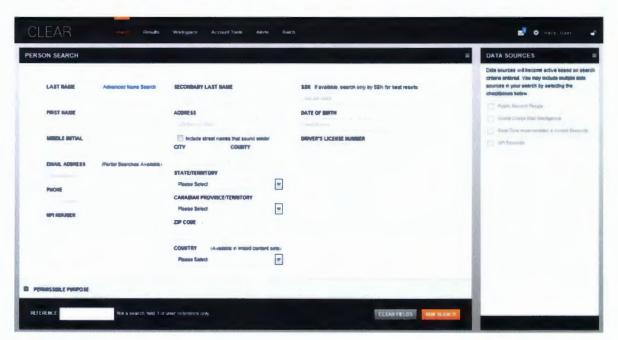


CLEAR. EASIER SEARCH. BETTER RESULTS. SMARTER PREFERENCES.

Bring the facts into focus.

CLEAR features a simple, intuitive interface that makes it easy to understand exactly what you need to do and easier to start and perform your search.





Thomson Reuters CLEAR records resource – the powerful research platform that delivers a vast collection of public and proprietary records *and brings all key content together into a single working environment* to give you a more streamlined, efficient search.

CLEAR provides access to key data that is:

- Complete including comprehensive cell phone and utilities data
- Current with live gateways that connect you to real-time information
- Deep pulling data from social networks, blogs, news, and more
- Usable with customizable reports, Web Analytics, mapping, and link charts

Locate people, assets, businesses, affiliations, and other critical facts. Make important connections between individuals, incidents, activities, and locations. And generate comprehensive reports on your party or organization of interest.

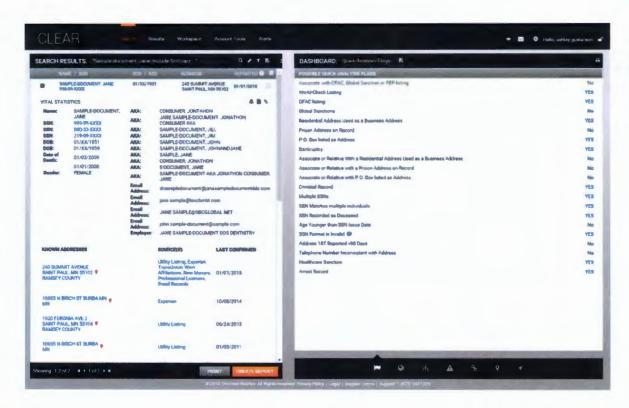
Who can benefit from using CLEAR?

CLEAR is a powerful resource for corporate security, corporate due diligence, KYC/ Third-Party Risk/AML, government fraud, insurance investigations, healthcare fraud, and law enforcement.

Easier search.

Our customizable dashboard and intuitive, easy-to-navigate interface help you save time by allowing you to search data and view results in a layout that makes the most sense for the way you work.

The increased search efficiency, streamlined workflow, and intuitive design mean you can get more crucial, usable data with far fewer clicks. And you can get instant access to overview data that ties people and businesses together.



CLEAR delivers better, more relevant results. For example, Quick Analysis Flags allows you to decide how you want to filter results so you get faster access and decisions.



Better results.

You can start with data you're already aware of and then easily uncover more about a person or business. And our new Linked Searching delivers different content types from existing links.

- Map individual addresses
- See underlying source documents for individual addresses
- Discover underlying source documents for the content part of your initial search
- Linked Searches
- Address person, business, phone, vehicle, real property, court, license, watercraft
- Business Name business, phone, vehicle, real property, court, license, watercraft
- Driver's License Number person, license
- Email Address person, Web Analytics
- Person Name business, phone, vehicle, real property, court, license, Web Analytics, watercraft
- Phone Number person, business, phone, Web Analytics
- SSN person, court, license

Smart preferences.

The CLEAR platform delivers increased ability to create:

- · Linked Search preferences
- · Permissible Use preferences
- User Profile preferences

It also offers the ability to remove irrelevant data from Associate Analytics and Quick Analysis Flag thumbnails.



You can customize CLEAR preferences so you only receive the information you need.



You can start your search with just one piece of information and CLEAR pulls from a wide range of databases to help you find exactly what you need.



CLEAR helps you save time and avoid wasted effort.

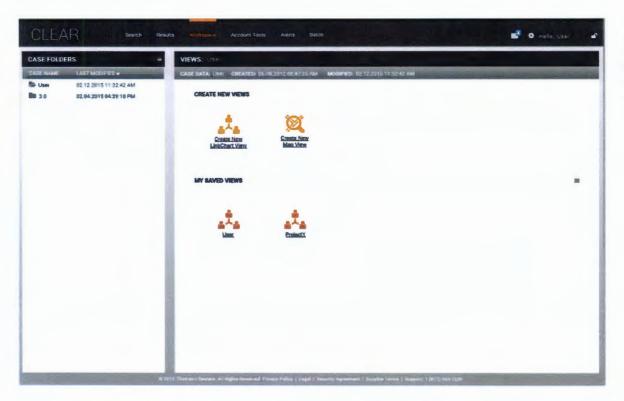
- · Easy-to-use interface allows intuitive navigation
- Search multiple databases at one time public, proprietary, and Web
- · Search All includes all databases in a single search
- Filter out unnecessary data based on date, age, "and/ or", and any other restrictions you choose to set
- Entity resolution consolidates search results and eliminates duplicate records
- · Data based on relevance to your search criteria
- Relevant results appear at the top, where you can easily spot them
- Ability to search with partial date of birth, Social Security number, license plates, and street names
- Soundex searching



Access a comprehensive collection of real-time data.

Live gateways take you to real-time public and proprietary information.

- Phone data comprehensive cell phone, VoIP (Voice over Internet Protocol), landline, and pager coverage of all 50 U.S. states, Puerto Rico, various territories, and Canada
 - Reverse lookup
 - Caller ID names
 - Carrier contact information for subpoena purposes
 - Ported flags for a previous cell phone company
- Consumer and credit bureau data multiple independent sources
- Motor vehicle registration data live access to 44 U.S. states



My Workspace gives you the ability to organize and save your results, visualize connections, and even customize reports and share them.

Other current data includes:

- Utilities data from more than 70 utilities nationwide, including electric, gas, satellite, water, fuel oil, and other utilities
- DMV records driver's license and vehicle and watercraft registrations
- Real property data nationwide owner data, new movers and household listings, deeds, tax rolls, sales, transfers, mortgages, refinancing, and historical records. You can even search with partial addresses.
- Records of persons addresses, professional licenses, death records, firearms and explosives licenses, U.S. military personnel documents, and Interpol and international tribunals' most-wanted and deniedpersons lists
- Criminal and court records state corrections department data, sexual offender lists, criminal prosecution records, bankruptcies, liens and other court judgments, DEA and FAA licenses, AOC, arrest records, and lawsuits
- Business data company names, DBA listings, contact information, industry directories, affiliations, assets, and secretary of state and UCC filings
- Healthcare provider content NPI numbers, state and federal sanctions, and expanded professional licenses data

My Workspace offers you instantaneous analysis.

My Workspace is one of the most useful tools in CLEAR. It allows you to:

- Save search results automatically for seven days and longer, if you choose
- Visualize data connections using link charts and Google® Maps
- Drag data directly to i2 Analyst's Notebook for additional visualization
- Customize reports with the content you want, in the order you choose
- Print or email your complete report or sections of it to share information with coworkers, supervisors, and other agencies

"CLEAR is the best tool I have ever purchased and has saved us about 200 man-hours in the past year. It's worth its weight in gold."

Access CLEAR Mobile with your OnePass log-in. If you're working on a tablet or iPad®, access CLEAR as you would with a full Web browser.





Use CLEAR wherever you need to be.

You can search and view data on any wireless device with Internet access.

- · Intuitive interface
- · Mobile log-ins are autodetected
- · Adjusts for optimal viewing and search
- Automatically saves search results for later viewing

You can also use CLEAR System-to-System to access CLEAR data from your own internal interface:

- Direct access from your system to our premium public and proprietary data
- · Seamless integration for an uninterrupted workflow
- · Enhance your internal data with data from CLEAR
- Tailor results to retrieve only data that matters most to you

Get training and support whenever you need it.

Flexible and FREE training:

- Online help, instructor-led e-classes, and self-paced tutorials
- User guides, manuals, and other product support materials
- · Personalized training via phone
- Classes at your workplace presented by local Thomson Reuters representatives and account managers
- Live seminars
- Toll-free customer technical assistance (1-877-242-1229)

Available add-on data and functionality.

Web Analytics to uncover facts hidden online

Our CLEAR premium Web searches go much deeper than standard search engines. This allows you to quickly find, categorize, and organize text and images from numerous sources. including:

- Social networks
- · Blogs and chat rooms
- Business and corporate data, including business network sites
- Hundreds of U.S. and international newspapers, magazines, and newswires
- Official watchlists for sex offenders, felons, terrorists, and other individuals and organizations

Web Analytics applies to person, business, and phone searches and gives you the ability to search by screen names and email addresses. It categorizes results for quick, easy comprehension.

Alerts to stay on top of changes

When you want to be notified if any key information changes on the person you are investigating, Alerts will:

- Automatically monitor the status of data you select at time intervals you choose
- Send you alert notices on a periodic basis, from the daily up to monthly
- Notify you of an alert via email or upon your next CLEAR log-in



CLEAR provides the exact sources for all information so you can have much greater confidence in your results and follow up for a deeper informational dive.

Real-time incarceration and arrest records with photo lineups

- Real-time incarceration and arrest records data that includes more than 70 million booking records and more than 13 million images
- Data from more than 33 states, making it the most complete network of local jail data available – more than 1,900 jails and 17 Department of Corrections files
- Photo lineup capabilities that initiate a lineup from a results page containing an image for the subject, or you can upload your own image to create a lineup
- New booking record searches that allow you to search for currently incarcerated subjects or recent bookings at a specific facility

Batch Searching lets you search thousands of records at once

- Locate current addresses and phone numbers for finding persons of interest, witnesses, or due diligence
- Obtain data such as deceased indicators, utility records, and driver's license records for eligibility and warrants, or to enhance internal data records
- Save time by running one search for a large number of people and receiving data in an easy-to-filter, ready-to-use format

Batch Alerts let you stay on top of changes

- Changes in address, phone, death, asset, and adverse filings for thousands of subjects of interest
- · Continuously checks for updates
- · Alerts you of new or changed records
- · Notifies you of an alert at time intervals you select

"Using CLEAR we're able to check out the background on many of our potential clients – uncovering liens, bankruptcies, lawsuits, and criminal backgrounds – so our brokers are able to steer clear of problem accounts before they are even opened."

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. sec 1681 et seq. The report constitutes an alert that you may wish to conduct a further investigation. However, the data provided to you may not be used as a factor in establishing a consumer's eligibility for credit, insurance, employment, or for any other purpose authorized under the FCRA and you agree not to use the report for such a purpose or to take adverse action regarding any consumer application based on the report.

iPad is a trademark of Apple Inc., registered in the U.S. and other countries.

Learn more at legalsolutions.com/clear

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