



Adam Oehmke  
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July 29, 2021

Brooke Lindemann  
Fort Bend County  
301 Jackson St, Suite 201  
Richmond, TX 77469

**RE: Sole Source Designation—Thomson Reuters CLEAR**

Dear Brooke Lindemann:

Thomson Reuters is pleased to provide you with information concerning CLEAR. The purpose of this letter is to confirm that Thomson Reuters is the sole source provider for the features and capabilities of CLEAR.

Thomson Reuters CLEAR is a comprehensive, online investigative platform that allows investigators and analysts to easily access billions of public records, publicly available information, and proprietary data for investigation and due diligence, including identity verification and risk assessment, screening, and monitoring. Through its easy-to-use, intuitive interface, CLEAR provides extensive and current data sources, functionality, and exclusive offerings that comprise the most comprehensive investigative database platform available.

West Publishing Corporation, a Thomson Reuters business, is the provider of CLEAR and the sole seller. No other online investigative research tool provides the following combination of data, features, and capabilities, as found on CLEAR.

**KEY INVESTIGATIVE CONTENT—INCLUDING CLEAR EXCLUSIVES**

- **License Plate Recognition Data**—Through CLEAR, law enforcement customers have access to more than six (6) million images of vehicles and license plates from a nationwide network of cameras (excluding Hawaii). Images are date/time stamped and include geo-coordinate information.
- **Real-Time Incarceration and Arrest (RTIA) Records**—Through this premium feature, CLEAR offers gateway access to Appriss's arrest data network, the only real-time network of state and local offender management system in existence. This data source provides live access to more than 160 million incarceration and arrest records from a multitude of state and local agencies nationwide. The data is updated every hour to ensure that the most up-to-date information is available. Records often contain images of the subject as well as physical characteristic data to help investigators quickly identify and focus on the most relevant results. In CLEAR, the RTIA Gateway can be searched in conjunction with the standard criminal records resources to provide robust, comprehensive results in a single search.

- **Real-Time Incarceration and Arrest (RTIA) Alerts**—In addition to alerting on New Bookings, allows RTIA customers to select from RTIA-specific options when creating a Person Alert: Notify if Already in Custody; Notify X Days after Subject is in Custody; Notify on Release.
- **Provider Data for Healthcare Fraud investigation**—CLEAR offers the most healthcare-related content and coverage available, including National Provider Identifier (NPI) records, sanction records from agencies nationwide, including all federal sources, and expanded healthcare license records that are actively monitored and updated with new data as soon as it is made available. The Healthcare Fraud content is an optional add-on to CLEAR.
- **Passport Checker**—By entering information from a subject's passport, CLEAR users can compare the Machine-Readable Zone (MRZ) of the passport against the MRZ text generated from the passport information entered in CLEAR, to detect possible fraud.
- **Photo Images on Criminal Records**—CLEAR provides photo images on arrest and criminal records. When available from the sources, these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.
- **Cell Phone Data**—CLEAR's phone data is the most comprehensive, current, and accurate data in the industry. No service other than CLEAR offers gateway access to real-time, nationwide phone data. Through this real-time gateway, CLEAR provides comprehensive phone data, including detailed carrier contact information, for cell phones, landlines, and VoIP. Additionally, the Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and VoIP numbers.
- **Utility Data**—CLEAR offers the most comprehensive utility locator information on the market. CLEAR's utility data is updated daily and provides more than 30 million utility data records (e.g., names, addresses, service information) from more than 80 national and regional electric, cable, gas, and telephone companies. For people who are not easily traceable via traditional sources such as credit header, locator information from utility hookup records may provide the only current and accurate address and phone number data available, and
- **Credit Reporting Bureaus**—CLEAR provides government investigators and analysts with regularly updated credit header information originating from all three of the major credit reporting bureaus, including real-time header information from Experian and TransUnion in CLEAR's comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.
- **Real-Time Vehicle Registration Data**—CLEAR offers real-time gateway access to vehicle registration data for 43 states, the District of Columbia, and Puerto Rico, providing up-to-date information on vehicles and their registered owners.
- **Global Business Data**—CLEAR provides comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources also include Worldbase, a global offering of more than 305 million companies. This content includes both U.S. company information and international company information from 220 countries.

## **ADVANCED FEATURES AND CAPABILITIES—INCLUDING CLEAR EXCLUSIVES**

- **Web and Social Media**—This search/dashboard tool provides access to social networking sites, blogs, watchlists, and other web sources.

- **Associate Analytics**—This dashboard tool in CLEAR allows users to quickly scan multiple levels of the subject's associates and assess potential negative affiliations.
- **Company Family Tree**—The Company Family Tree tool provides visualization of relationships between parent and subsidiary companies.
- **Graphical Display**—Graphical Display is a dashboard tool providing visualization of connections between people and businesses.
- **News**—This search/dashboard tool provides access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject or to obtain all available news items. News searches can be filtered for U.S. newspapers only and can opt to remove duplicate news documents. Users also may customize news searches.
- **Map Analytics**—This dashboard tool plots a subject's address on a map and allows a view of surrounding businesses by type, including medical facility, attorney's office, or automotive mechanic shop. Users may view details of businesses on the map. Additionally, by adding a person result to the map users can see the most recent individuals who have been residing at an address.
- **Quick Analysis Flags**—Provides a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.
- **Address Map**—Shows the addresses associated with the subject (and which appear in the Vital Statistics section of search results) on an interactive map, via Google Maps.
- **Customizable Dashboard**—CLEAR's dashboard view allows users to get an immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users can customize the dashboard to ensure a focus on data that's most relevant to them.
- **Vital Statistics**—CLEAR results include this feature, which provides a convenient summary of the key attributes and information from multiple sources for a subject.
- **Linked Searching**—CLEAR offers the ability to search from within search results, making it fast and convenient to dive deeper into returned data. Linked searches include: address, business name, driver's license number, email address, person name, phone number, and Social Security number.
- **Entity Resolution**—CLEAR uses entity resolved database (ERD) technology to efficiently find all available public records pertaining to a subject. CLEAR's ERD technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. CLEAR's ERD technology ensures that users obtain the full complement of available data on a subject.
- **Relevance Scores**—As results are returned in CLEAR, the most relevant records appear at the top of the result list.
- **Data Source Transparency**—In CLEAR, sources and their corresponding "reported dates" are provided with search results to provide maximum transparency to the user. The reported dates shown on records indicate the dates of the transaction or activity associated with the record at the source. In contrast, many providers of investigative database services list the date that the information was most recently updated in their database, and not when it was updated at the source. CLEAR shows the actual date of update in the source data. Additional source details, such as detailed coverage information and update frequencies, are provided in CLEAR's Online Help, so that users can be assured of the credibility, reliability, and currentness of the data.

- **User Preferences**—CLEAR's Preferences account tool allows users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associate Analytics modules.
- **Customized Reporting**—In CLEAR, customers have several customizing options available and can create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed.
- **Workspace**—The Workspace feature allows customers to save selected results and report data indefinitely and provides the ability to generate link-chart and map views of the data. Visualizing information on multiple subjects in a link-chart view makes it easier for investigators to discern possible connections or associations between subjects/entities.
- **CLEAR Mobile Access**—CLEAR users can access critical data on their smart phones and other mobile devices. CLEAR Mobile does not restrict data returns, so users have access to the same results information that they would on their computers, including Vital Statistics in search results and comprehensive reports. CLEAR automatically detects a user's mobile device type and seamlessly logs in the user to a streamlined, mobile version.
- **Compatibility with Analytical Programs**—For investigators who need to conduct more powerful analysis on CLEAR results, CLEAR data can be readily integrated with i2 Analyst's Notebook and Palantir.
- **Google Maps Compatibility**—CLEAR provides mapping of address data, powered by Google Maps, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address.

I would be happy to further discuss with you the exclusive features, services, and content available for CLEAR. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Adam Oehmke



## COUNTY ATTORNEY

Fort Bend County, Texas

**BRIDGETTE SMITH-LAWSON**

County Attorney

(281) 341-4555

Fax (281) 341-4557

## REVIEW FORM

On July 9, 2021, the County Attorney's Office reviewed the following:

Thomson Reuters' Order Form (Order ID: Q-01173497) for a 36 month subscription to CLEAR Proflex in the amount of \$55,042.68.

**Comments:**     **Approved as legal form provided that the purchase order contains the following:**

1.     **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.**
  - A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code:  
By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - B. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153
2.     **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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Andrew Wipke  
Assistant County Attorney



THOMSON REUTERS®

**Order Form****Order ID:Q-01173497**Contact your representative [a.oehmke@thomsonreuters.com](mailto:a.oehmke@thomsonreuters.com) with any questions. Thank you.**Subscriber Information****Sold To Account Address**Account #: 1003066433  
FORT BEND COUNTY DISTRICT  
ATTORNEY  
ACCOUNTS PAYABLE  
301 JACKSON ST  
RICHMOND TX 77469-3108 US**Shipping Address**Account #: 1003066433  
FORT BEND COUNTY DISTRICT  
ATTORNEY  
ACCOUNTS PAYABLE  
301 JACKSON ST  
RICHMOND TX 77469-3108 US**Billing Address**Account #: 1003066433  
FORT BEND COUNTY DISTRICT ATTORNEY  
ACCOUNTS PAYABLE  
301 JACKSON ST  
RICHMOND, TX 77469-3108 US

"Customer"

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

**ProFlex Products**  
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$1,455.00	36

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

**Post Minimum Terms**

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Regulated Data.** 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 to 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 user 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 the General Terms and Conditions.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.



Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor 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 or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-01173497**

**ACKNOWLEDGEMENT Q-01173497**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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This Order Form will expire and will not be accepted after 7/31/2021 CT.





THOMSON REUTERS™

**Attachment****Order ID:Q-01173497**Contact your representative [a.oehmke@thomsonreuters.com](mailto:a.oehmke@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-01173497

**Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1003066433

**Order Confirmation Contact (#28)**

Contact Name:CLABORN, DUSTIN

Email:dustin.claborn@fortbendcounty.tx.gov

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1003066433	FORT BEND COUNTY DISTRICT ATTORNEY	301 JACKSON ST RICHMOND TX 77469-3108 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
50	Seats	41882302	CLEAR for Law Enforcement Plus
1	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat
50	Seats	42124048	ENCLR PRO Gov License Plate Recognition State Add
100	Alerts	42019395	ENCLR PRO ALERT PREMIUM BAND ADD

**Account Contacts**

Contact Name	Email Address	Customer Type Description
Dustin Claborn	dustin.claborn@fortbendcountytx.gov	CLEAR PRIMARY CONT
DUSTIN CLABORN	dustin.claborn@fortbendcounty.tx.gov	EML PSWD CONTACT

**IP Address Information**

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Sub Material	Quantity	Active Subscription to be Lapsed
41308780	1	CLEAR Proflex
42124048	25	ENCLR PRO Gov License Plate Recognition State Add
42019395	1	ENCLR PRO ALERT PREMIUM BAND ADD
41913616	1	CLEAR Criminal Justice Arrest Gateway PRO Add Seat
41882302	25	CLEAR for Law Enforcement Plus

**Charges During Minimum Term**

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$1,455.00	5.00%	\$1527.75	5.00%	\$1604.14	N/A	N/A	N/A	N/A

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.