

**CONTRACT  
BETWEEN  
COUNTY OF CUYAHOGA, OHIO  
AND  
LEXISNEXIS RISK SOLUTIONS FL, INC.**

This CONTRACT is made as of October 1, 2013 ("Effective Date"), by and between the County of Cuyahoga, Ohio ("County"), on behalf of the Departments of Children and Family Services ("DCFS") and Job and Family Services – Office of Child Support Services ("CJFS"), and LexisNexis Risk Solutions FL Inc. ("Vendor"), a Minnesota corporation with offices located at 1000 Alderman Drive, Alpharetta, Georgia 30005, through its authorized representative.

WHEREAS, the County desires to have the Vendor provide information services for its agencies, DCFS and CJFS; and

WHEREAS, Vendor agrees to provide the County with certain data products, data applications and other related services (the "LN Services").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and the Vendor hereby agree as follows:

## **I. SCOPE OF SERVICES**

The Vendor agrees to provide the County with LN Services in accordance with the terms and conditions set forth in the DCFS LN Non-FCRA Application and Agreement Government Agencies and Law Enforcement ("Exhibit 1"), DCFS Schedule A ("Exhibit 2"), CJFS LN Non-FCRA Application and Agreement Government Agencies and Law Enforcement ("Exhibit 3"), CJFS Schedule A ("Exhibit 4"). Exhibits 1 through 4 are hereby incorporated into and made part of this Contract as though expressly rewritten herein. The terms and conditions in this Contract shall govern over any inconsistent terms in the Exhibits.

## **II. CONTRACT AMOUNT & PAYMENTS**

The County agrees to pay the Vendor an amount not to exceed \$234,973.44 in accordance with the payment schedule set forth in Exhibits 2 and 4.

The Vendor shall submit monthly invoices to each DCFS and CJFS for the services provided and the County shall pay Vendor as indicated in Exhibits 1 and 3, respectively.

## **III. TERM**

This Contract shall commence on the Effective Date and expire after 48 months, unless sooner canceled or terminated pursuant to the terms of this Contract.

#### **IV. TERMINATION**

The County shall have the right to terminate this Contract at any time during the term with sixty (60) days advance written notice to the Vendor. County

#### **V. NOTICES**

Any reports, notices, invoices, or communications required in this Contract shall be sufficient if sent by the Parties in the United States mail, postage paid, to the addresses noted below:

**DCFS:**

Cuyahoga County Division of  
Children and Family Services  
3955 Euclid Avenue, 321E  
Cleveland, Ohio 44115  
Attn: Director's Office

LEXISNEXIS RISK  
SOLUTIONS FL INC.  
1000 Alderman Drive  
Alpharetta, GA 30005  
Attn: Legal Department

**CJFS:**

Cuyahoga Job and Family Services -  
Office of Child Support Services  
1640 Superior Avenue, Rm. 580  
Cleveland, Ohio 44114  
Attn: Business Services Mgr.

#### **VI. INDEMNIFICATION**

To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless the County, its officers, and employees against losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorney's fees, to the extent that the liability, or the underlying harm causing the liability, is attributable to, may arise out of or be based upon, negligence, error, act, omission or willful misconduct by Vendor, its principals, employees, agents, brokers, or any of its subcontractors.

#### **VII. INDEMNIFICATION - INFRINGEMENT**

If Vendor's services infringe a United States patent or United States registered copyright, Vendor agrees, to the extent permitted by Ohio law, to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof (collectively, the "Indemnitees"), from any and all responsibility or liability for the infringing acts of the Vendor in the performance of its duties and obligations under this Contract. Notwithstanding the foregoing, Vendor will not have any duty to indemnify, defend or hold harmless the Indemnitees with respect to any claims, responsibility or liability resulting from the Indemnitees' (1) misuse of the LN Services (or information therein) or (2) their negligent acts or omissions.

otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Vendors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;  
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

## **2. Insurance Coverage Terms and Conditions**

(a) The insurance certificate for the general liability and automobile liability policies shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

(b) The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

(c) These insurance provisions shall not affect or limit the liability of the Vendor stated elsewhere in this Contract or as provided by law.

(d) The Vendor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(e) In the event the Contract is renewed or extended, the County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County. Any such changes shall require mutual written agreement of the parties.

(f) The Vendor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

## **VIII. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, and notwithstanding any other provision of this Contract, the total liability of Vendor to the County and anyone claiming by or through the County, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the services provided under this Contract from any cause or causes shall not exceed the total amount of liability insurance policy limits as required under this Contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising. In no event shall Vendor be liable for loss of profits, indirect, incidental, special, consequential or similar damages whether or not Vendor has been advised of the possibility of

such damages arising out of any breach of this Contract. This Limitation on Liability does not apply to any infringement claims that may arise under this Contract.

## **IX. MISCELLANEOUS**

- A. *Assignment.* The parties may not assign, transfer, convey, sell or pledge their rights or interest in this Contract or any part thereof, or any right or privilege created hereunder without the prior written consent of the other Party.
- B. *Amendment.* All Contract amendments shall be in writing and executed by both parties and shall be subject to approval in accordance with the Cuyahoga County Contracting and Purchasing Procedures Ordinance.
- C. *Governing Law and Jurisdiction.* This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. VENDOR hereby agrees not to challenge any provision in this Contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- D. *No Indemnification by County.* Vendor acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between Vendor and the County may be interpreted to obligate the County to indemnify or defend Vendor or any other party.
- E. *Entire Agreement.* This Contract constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Contract shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- F. *No Apparent Authority/Proper Approvals.* Vendor recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.
- G. *Parties Bound and Benefited.* This Contract shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- H. *Non-Waiver.* The County's failure to require performance of any provision of this Contract, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County's waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.

- I. *Contract Interpretation and Construction.*** In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract.
- J. *Counterparts and Facsimile/Electronic Execution.*** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- K. *Severability.*** If any provision of this Contract is invalid or unenforceable for any reason, this Contract shall be divisible as to such provision and the remainder of this Contract shall be and remain valid and binding as though such provision was not included
- L. *Applicable County Ordinances.*** All County contracts, including this Contract are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- M. *Public Records.*** All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.
- N. *Use of information.*** The parties understand and agree that pursuant to County's policies and/or requirements the information obtained from Vendor may be placed in permanent files maintained by the County and/or the State of Ohio for record keeping purposes or County's legal compliance requirements. Notwithstanding the foregoing, all information kept by the County shall be subject to the Confidentiality provisions contained in Exhibits 1 and 3.
- O. *Electronic Signature.*** By entering into this Contract, Vendor agrees on behalf of its respective officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Vendor also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of County.

IN WITNESS THEREOF, Cuyahoga County, Ohio, and the Vendor have caused this Contract to be executed as of the date listed above.

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

Edward FitzGerald  
Edward FitzGerald, County Executive

**LEXISNEXIS RISK SOLUTIONS FL INC.**

By: Hayward J. Talone

Printed Name: Hayward J. Talone

Title: CEO



The legal form and correctness of this  
Contract is hereby approved by:  
Cuyahoga County Law Department  
Majeed G. Makhoulf, Director of Law

By: \_\_\_\_\_  
Assistant Director of Law

Date: \_\_\_\_\_

**EXHIBIT 1****DCFS LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement**

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

**PART I: CUSTOMER INFORMATION (City and County will be required)****SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)**

Agency Name (Full Legal Name) **REQUIRED** Cuyahoga County, Ohio on behalf of Cuyahoga County Division of Children and Family Services

Physical Address\* 3955 Euclid Avenue - 305 West

City Cleveland State OH Zip 44 115

Main Agency Phone Number\* 216-431-4500 Fax 216-426- 5213 Web Address www.cfs.cuyahogacounty.uss

**\* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.**

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

IP Address\*\* \_\_\_\_\_

IP Address Range\*\* From \_\_\_\_\_ To \_\_\_\_\_

\*\* If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyIP.com>

**SECTION B: CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT INFORMATION**

Last Name McCray First Name Jacqueline Middle Initial \_\_\_\_\_

Title Deputy Director Telephone 216-432-2642 Email Address MCCRAJ01@odjfs.state.oh.us

Admin IP Address \_\_\_\_\_

\* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number \_\_\_\_\_
2. Full date of birth \_\_\_\_\_
3. Home address \_\_\_\_\_

**ADDITIONAL CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT INFORMATION (Optional)**

Last Name Stevens-Cutner First Name Lisa Middle Initial \_\_\_\_\_

Title Senior Supervisor Telephone 216-432-3506 Email Address STEVEL06@odjfs.state.oh.us

Admin IP Address \_\_\_\_\_

\* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number \_\_\_\_\_
2. Full date of birth \_\_\_\_\_
3. Home address \_\_\_\_\_

**PART II: CREDENTIALING****SECTION A: CUSTOMER SECURITY CERTIFICATION**

Customer certifies that the Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et



Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

**SECTION B: VENDOR REFERENCE RELEASE** - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Account Number (if applicable) \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Account Number (if applicable) \_\_\_\_\_

**SECTION C: AGENCY INFORMATION** (select one)

- ☐ Federal Government ☐ Federal Law Enforcement ☒ State Government ☐ State Law Enforcement  
☐ Local/Municipal Government ☐ Local/Municipal Law Enforcement  
☐ Other (Specify) \_\_\_\_\_

**SECTION D: PURPOSE OF USE**

Describe \_\_\_\_\_

**SECTION E: ACCESS** (select all that apply)

- ☒ Server (system to system) ☒ Internet/PC ☐ Fax ☐ Phone  
☐ Other \_\_\_\_\_

**SECTION F: SITE VISIT INFORMATION**

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in **Part 1, Section B**.

Site Visit Contact \_\_\_\_\_ Same Contacts as In Section IB \_\_\_\_\_ Contact Phone \_\_\_\_\_  
Contact Email \_\_\_\_\_

**PART 3 - BILLING INFORMATION**

**SECTION A: CREDIT CARD INFORMATION** (If you choose to be billed on a credit card, fill out this portion and proceed to **Part 3, Section C**. If you choose to be billed directly, skip **Part 3, Section A** and proceed to **Part 3, Section B**). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement. Please provide authorization signature on final page.

Cardholder Name \_\_\_\_\_  
Credit Card Statement Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Card Type: ☐ Master Card ☐ Visa ☐ American Express  
Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yy)

#### SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

#### BILLING CONTACT

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email Address \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? ☐ No ☐ Yes If Yes, provide P.O. Number \_\_\_\_\_  
 Sales Tax Exempt ☐ No ☒ Yes If Yes, provide proof of exemption.

### PART 4: PERMISSIBLE USE CERTIFICATIONS

#### Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to Part 4, Section C.

#### SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input checked="" type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

#### SECTION B: DPPA PERMISSIBLE USES – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input checked="" type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

#### SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data (proceed to Part 5).

☒ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Resources and Placement

#### SOCIAL SECURITY NUMBERS

##### 1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

##### 2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input checked="" type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

#### DRIVER'S LICENSE NUMBERS

##### 1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special Investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input checked="" type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**PART 5 - TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in Schedule A to Customer, subject to the underlying Contract between the LN and the Customer and the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data of or for third-parties. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating data of or for third-parties, or using the LN Services for personal (non-business) purposes or using the LN Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer

certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) National Change of Address Database. LN is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.

(vii) Additional Terms. Certain materials contained within the LN Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the LN Services, Customer agrees to comply with the General Terms and Conditions for Use of LN Services contained at the following website: [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer'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:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) American Board of Medical Specialties ("ABMS") Data. If Customer is permitted to access ABMS Data from LN, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the LN Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; and (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LN Services and will immediately notify LN, in writing to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable DCFS Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. Upon the expiration of the Term the fees listed on DCFS Schedule A may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. LN is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Subject to Sections IX (M) and IX (N) of the underlying Contract, Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN

Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum. Customer's obligation to pay invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** See Section III of the underlying Contract.

10. **TERMINATION.** See Section IV of the underlying Contract.

11. **GOVERNING LAW.** See Section IX(C) of the underlying Contract.

12. **ASSIGNMENT.** See Section IX (A) of the underlying contract.

13. **LIMITATION OF LIABILITY.** See Section VIII of the underlying Contract.

14. **WARRANTIES.** LN does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the LN Services or information provided therein. In no event shall LN be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data.

15. **INDEMNIFICATION - INFRINGEMENT.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from

or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **INDEMNIFICATION.** See Section VI of the underlying Contract.

17. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the LN Services.

18. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

17. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 22. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

18. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account. Notwithstanding the foregoing, LN acknowledges that he County is a tax exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to LN when the contract becomes effective.

19. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

20. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

21. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 2 herein, changes in pricing, and changes to other provisions of this Agreement as LN shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.



22. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

23. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

24. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

25. **ENTIRE AGREEMENT.** See Section IX (E) of the underlying Contract.

26. **MISCELLANEOUS.** See Section IX of the underlying Contract.

#### **AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

COUNTY OF CUYAHOGA, OHIO

Signature

Print Name

Title

Dated

Edward Fitzgerald

County Executive

(mm/dd/yy)



## SCHEDULE A – EXHIBIT 2

Accurint for Government Plus  
(Per User Subscription)

Agency (Customer) Name: **CUYAHOGA COUNTY OHIO ON BEHALF OF  
CUYAHOGA COUNTY DEPARTMENT OF CHILDREN  
AND FAMILY SERVICES**  
Billgroup #: **ACC-1528128**  
LN Account Manager: **Erin Grim**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government Plus and Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

### 1. SCHEDULE A TERM

The term of this Schedule A will be 48 months beginning 10/01/2013 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

### 2. FEES

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		24
Standard Features Fee:		\$100.52
Premium Features Fee:	Real Time Phone Search	\$25.00
Total Monthly User Fees (per user):		\$125.52
Total Monthly Minimum Amount:		\$3,012.48

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 0%.

**2.2 Transactional Fees:** Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Sexual Offender Search, Aerial Imaging, American Board of Medical Specialties Search, Bankruptcy Documents, Canadian Phones, Comprehensive Healthcare Business Report, Comprehensive Healthcare Provider Report, Court Search Wizard, D&B Search, DE Corp Search and Report, Email Search, MVR Reports, National Motor Vehicle Accident Search & Report, News Searches, Online Batch Services, Phones Plus, Property Deed Image, Provider Sanction Search and Report, Provider Search and Report, Real Time MVR, Real Time Person Search, Real Time Phone Search, Sexual Offender Alerts, Virtual Identity Search & Report, and XML. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

### 3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 12/31/2013.

### 4. CONFIDENTIAL INFORMATION

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

**AGREED TO AND ACCEPTED BY: CUYAHOGA COUNTY OHIO ON BEHALF OF CUYAHOGA COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Accurint for Government PLUS

(Plan 44)  
Updated 2/15/2013

Pricing is per hit unless otherwise indicated

All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ACCURINT MAPPING (Charged per layer)	\$0.00
ADVANCED PERSON SEARCH	\$0.00
ADVANCED SEXUAL OFFENDER SEARCH	\$2.00
AERIAL IMAGING	\$3.00
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
BANKRUPTCY SEARCH (Charged per search)	\$0.00
Bankruptcy Report	\$0.00
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.00
BOOLEAN SEARCH	\$0.00
BUSINESS SEARCH	\$0.00
CASE AUDIT COMPLIANCE	\$0.00
CASE CONNECT DECONFLICTION ALERTS	\$0.00
CIVIL COURTS SEARCH - State (Report Included) (Charged per search)	\$0.00
CONCEALED WEAPON PERMIT SEARCH	\$0.00
CORPORATE FILINGS SEARCH (Report included except in Delaware)	\$0.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	\$0.00
DEATH RECORDS SEARCH (Charged per search)	\$0.00
Death Records Report (Charged per search)	\$0.00
CRIMINAL RECORDS SEARCH	\$0.00
CRIMINAL RECORDS REPORT	\$0.00
DRIVERS LICENSE SEARCH	\$0.00
E-MAIL SEARCH	\$0.40
FAA AIRCRAFT SEARCH (Report Included)	\$0.00
FAA CERTIFICATIONS SEARCH (Report Included)	\$0.00
FIREARMS & EXPLOSIVES LICENSE SEARCH	\$0.00
FORECLOSURES SEARCH (Report Included)	\$0.00
HUNTING/FISHING LICENSE SEARCH	\$0.00
INTERNET DOMAIN NAME SEARCH	\$0.00
LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
LINEUP	\$0.00
MARRIAGE AND DIVORCE SEARCH	\$0.00
MOTOR VEHICLE SEARCH	\$0.00
Motor Vehicle Report	\$0.00
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT	\$0.00
NATIONAL UCC FILINGS SEARCH (Report Included)	\$0.00
OFFICIAL RECORDS SEARCH (Report Included)	\$0.00
PEOPLE AT WORK SEARCH	\$0.00
PEOPLE IN THE NEWS	\$5.00

## Customized Schedule A

Fax all pages of the completed Schedule A to your Account Manager  
Accurint for Government Plus (Plan 44)

<b>PERSON ALERTS MONITORING</b> (Monthly Monitoring Transactions Per Acct.) (Alerts charged at regular price)	
1 - 50	\$0.00
51 - 250	\$0.00
251 - 500	\$0.00
501 - 1,000	\$0.00
1,001 - 5,000	\$0.00
5,001 - 25,000	\$0.00
25,001 - 100,000	\$0.00
<b>PERSON SEARCH</b>	\$0.00
<b>PHONES PLUS SEARCH</b>	\$0.50
<b>PROFESSIONAL LICENSE SEARCH</b> (Charged per search)	\$0.00
<b>PROPERTY ASSESSMENT SEARCH</b>	\$0.00
Property Assessment Report	\$0.00
<b>PROPERTY DEED SEARCH</b>	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
<b>REAL TIME MOTOR VEHICLE REGISTRATIONS</b> (Charged per search)	\$3.50
<b>REAL TIME PHONE SEARCH</b>	\$0.80
<b>RELAVINT PLUS LINK ANALYSIS</b> (Per Diagram)	\$0.00
<b>REVERSE LOOKUP SEARCH</b> (Reverse Directory)	\$0.00
<b>SEXUAL OFFENDER SEARCH</b> (Report Included) (Charged per search)	\$0.00
<b>VIRTUAL IDENTITY SEARCH &amp; REPORT</b>	\$2.00
<b>WATERCRAFT SEARCH</b>	\$0.00
Watercraft Report	\$0.00
<b>WILDCARD SEARCH</b>	\$0.00
<b>WORKPLACE LOCATOR</b> (Not discounted)	\$3.50
<b>REPORTS</b>	
<b>ASSET REPORT:</b> Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$0.00
<b>AUTOMATED VALUATION MODEL (AVM) REPORT</b>	\$0.00
<b>FINDER REPORT:</b> Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	\$0.00
<b>RELATIVES, NEIGHBORS &amp; ASSOCIATES REPORT</b>	\$0.00
<b>COMPREHENSIVE ADDRESS REPORT</b> (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.00
<b>Additional Report Options:</b>	
Bankruptcy (Charged per search)	\$0.00
Businesses at Address	\$0.00
Concealed Weapons Permit Search	\$0.00
Criminal Records Search (Charged per search)	\$0.00
Criminal Records Report	\$0.00
Driver Licenses at Address	\$0.00
Hunting/Fishing License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles Registered at Address	\$0.00
Neighborhood Profile (2010 Census)	\$0.00

Neighbors at Address	\$0.00
Property Ownership Current / Previous	\$0.00
Sexual Offenders Search (Report Included) (Charged per search)	\$0.00
<b>COMPREHENSIVE BUSINESS REPORT</b> (Base Report: Name Variations and Businesses at Address)	\$0.00
<b>Additional Report Options:</b>	
Associated Businesses	\$0.00
Associated People	\$0.00
Bankruptcy (Charged per search)	\$0.00
Business Registrations	\$0.00
Corporation Filings	\$0.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
Internet Domain Names	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles	\$0.00
Properties	\$0.00
UCC Filings	\$0.00
<b>CUSTOM COMPREHENSIVE REPORT</b> (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
<b>Additional Report Options:</b>	
Associates	\$0.00
Bankruptcy (Charged per search)	\$0.00
Criminal Records (Charged per search)	\$0.00
DEA Controlled Substances License Search	\$0.00
Driver Licenses Information	\$0.00
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles Registration (Watercraft & Boat Trailers Included)	\$0.00
National Motor Vehicle Accident Search & Report	\$0.00
Neighborhood Profile (2010 Census)	\$0.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.00
People at Work	\$0.00
Phones Plus	\$0.50
Professional Licenses (Charged per search)	\$0.00
Property	\$0.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.00
Sexual Offenses (Charged per search)	\$0.00
Supplemental Data Sources (Charged per search)	\$0.00
UCC Filings	\$0.00
<b>ONLINE BATCH</b>	
<b>BATCH PERSON SEARCH</b>	\$0.50
<b>BATCH TELEPHONE</b>	\$0.10

**Customized Schedule A**

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**Accurint for Government Plus (Plan 44)**

# Accurint for Government

(Plan 44)

Updated 10/18/2013

Pricing is per hit unless otherwise indicated

All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	\$0.00
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	\$5.00
ASSOCIATES ("Next Steps")	\$0.00
BANKRUPTCY SEARCH (Charged per search)	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Dockets (\$0.50 for first 5 pages & \$0.20 per page thereafter)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document)	\$0.20
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.00
BOOLEAN SEARCH	\$0.00
BUSINESS CREDIT SEARCH	\$0.00
Business Credit Report	\$0.00
BUSINESS INSTANTID SEARCH (Charged per search)	\$0.00
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	\$0.00
BUSINESS SEARCH	\$0.00
BUSINESSES IN THE NEWS SEARCH (Not discounted)	\$5.00
CANADIAN PHONES	\$0.40
CASE AUDIT COMPLIANCE	\$0.00
CASE CONNECT DECONFLICTION ALERTS	\$0.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	\$0.00
CLIA SEARCH	\$0.00
CONCEALED WEAPONS PERMIT SEARCH	\$0.00
CORPORATION FILINGS SEARCH (Report included except in Delaware)	\$0.00
COURT SEARCH WIZARD (Additional fees may apply; orders are non-refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	\$35.00
County Civil Lower & Upper Court - 10 Year	\$40.00
County Criminal - 7 Year	\$25.00
County Criminal - 10 Year	\$30.00
Federal Division Civil - 7 Year	\$16.00
Federal Division Civil - 10 Year	\$25.00
Federal Division Criminal - 7 Year	\$16.00
Federal Division Criminal - 10 Year	\$25.00
Statewide Criminal	\$24.00
CREDIT (FCRA)	\$2.25
CREDIT REPORT (Employment Purpose only) - Single (FCRA)	\$6.00
CREDIT REPORT (Employment Purpose only) - BiMerge (FCRA)	\$12.00
CREDIT REPORT (Employment Purpose only) - TriMerge (FCRA)	\$17.00

<b>CRIMINAL RECORDS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Criminal Records Report</b>	<b>\$0.00</b>
<b>DEA CONTROLLED SUBSTANCES LICENSE SEARCH</b>	<b>\$0.00</b>
<b>DEATH RECORDS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Death Records Report</b>	<b>\$0.00</b>
<b>DELAWARE CORPORATION SEARCH (Not discounted)</b>	<b>\$1.00</b>
<b>Delaware Corporation Report (Not discounted)</b>	<b>\$11.00</b>
<b>DRIVER LICENSES SEARCH</b>	<b>\$0.00</b>
<b>DUN &amp; BRADSTREET (D&amp;B) SEARCH</b>	<b>\$0.25</b>
<b>Dun &amp; Bradstreet (D&amp;B) Report (Not discounted)</b>	<b>\$0.00</b>
<b>E-MAIL SEARCH</b>	<b>\$0.40</b>
<b>FAA AIRCRAFT SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>FAA PILOT SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>FEDERAL FIREARMS &amp; EXPLOSIVES LICENSE SEARCH</b>	<b>\$0.00</b>
<b>FEDERAL EMPLOYER ID NUMBERS (FEIN)</b>	<b>\$0.00</b>
<b>FICTITIOUS BUSINESS NAME SEARCH</b>	<b>\$0.00</b>
<b>FORECLOSURES SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>HUNTING/FISHING LICENSE SEARCH</b>	<b>\$0.00</b>
<b>INSTANTID CONSUMER SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>INSTANTID CONSUMER &amp; FRAUDDEFENDER SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>INTERNET DOMAIN NAME SEARCH</b>	<b>\$0.00</b>
<b>LIENS &amp; JUDGMENTS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Liens &amp; Judgments Report</b>	<b>\$0.00</b>
<b>MARRIAGES / DIVORCES SEARCH</b>	<b>\$0.00</b>
<b>MOTOR VEHICLES SEARCH</b>	<b>\$0.00</b>
<b>Motor Vehicles Report</b>	<b>\$0.00</b>
<b>MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)</b>	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Minnesota 5-year	\$7.50
Mississippi 3-year	\$16.00
Nebraska 5-year	\$8.00
North Carolina 7-year	\$13.00
Rhode Island 3-year	\$23.00
South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$18.00
West Virginia 7-year	\$10.00

**Customized Schedule A**

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<b>NATIONAL MOTOR VEHICLE ACCIDENT SEARCH &amp; REPORT</b>	<b>\$0.00</b>
<b>NATIONAL UCC FILINGS SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>NCPDP (National Council for Prescription Drug Programs) Search (Charged per search)</b>	<b>\$0.00</b>
<b>NCPDP (National Council for Prescription Drug Programs) Report (Charged per search)</b>	<b>\$0.00</b>
<b>NEIGHBORS ("Next Steps") (Not discounted)</b>	<b>\$0.00</b>
<b>NPI SEARCH</b>	<b>\$0.00</b>
<b>NPI Report</b>	<b>\$0.00</b>
<b>OFFICIAL RECORDS SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>PATRIOT ACT SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>PEOPLE AT WORK SEARCH</b>	<b>\$0.00</b>
<b>PEOPLE IN THE NEWS SEARCH (Not discounted)</b>	<b>\$5.00</b>
<b>PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)</b>	
1 - 50	\$0.00
51 - 250	\$0.00
251 - 500	\$0.00
501 - 1,000	\$0.00
1,001 - 5,000	\$0.00
5,001 - 25,000	\$0.00
25,001 - 100,000	\$0.00
<b>PERSON SEARCH</b>	<b>\$0.00</b>
<b>PHONES PLUS SEARCH</b>	<b>\$0.50</b>
<b>PROFESSIONAL LICENSES SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>PROPERTY ASSESSMENTS SEARCH</b>	<b>\$0.00</b>
<b>Property Assessments Report</b>	<b>\$0.00</b>
<b>PROPERTY DEEDS SEARCH</b>	<b>\$0.00</b>
<b>Property Deeds Report (excluding Deed Image)</b>	<b>\$0.00</b>
<b>Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)</b>	<b>\$8.00</b>
<b>PROPERTY SEARCH (Property Assessments, Deeds &amp; Mortgages)</b>	<b>\$0.00</b>
<b>Property Report (Property Assessments, Deeds &amp; Mortgages excluding Deed Image)</b>	<b>\$0.00</b>
<b>PROVIDER SEARCH</b>	<b>\$0.25</b>
<b>Provider Report</b>	<b>\$5.00</b>
<b>PROVIDER SANCTION SEARCH (Charged per search)</b>	<b>\$0.25</b>
<b>Provider Sanction Report</b>	<b>\$5.00</b>
<b>REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)</b>	<b>\$3.50</b>
<b>REAL TIME PERSON SEARCH (Charged per search)</b>	<b>\$3.50</b>
<b>REAL TIME PHONE SEARCH</b>	<b>\$0.50</b>
<b>RELATIVES ("Next Steps")</b>	<b>\$0.00</b>
<b>RELATIVES, NEIGHBORS &amp; ASSOCIATES ("Next Steps")</b>	<b>\$0.00</b>
<b>RELAVINT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)</b>	<b>\$0.00</b>
<b>REVERSE LOOKUP SEARCH (Reverse Directory)</b>	<b>\$0.00</b>
<b>SATELLITE IMAGE SEARCH</b>	<b>\$0.00</b>
<b>SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)</b>	<b>\$0.00</b>
<b>VIRTUAL IDENTITY SEARCH &amp; REPORT</b>	<b>\$2.00</b>
<b>VOTER REGISTRATION SEARCH</b>	<b>\$0.00</b>
<b>WATERCRAFT SEARCH</b>	<b>\$0.00</b>
<b>Watercraft Report</b>	<b>\$0.00</b>

<b>WORKPLACE LOCATOR (Not discounted)</b>	<b>\$3.50</b>
<b>REPORTS</b>	
<b>ASSET REPORT:</b> Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	<b>\$0.00</b>
<b>AUTOMATED VALUATION MODEL (AVM) REPORT</b>	<b>\$0.00</b>
<b>BUSINESS LINK REPORT</b>	<b>\$0.00</b>
<b>COMPREHENSIVE REPORT (Best Value):</b> Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	<b>\$0.00</b>
<b>ENTITLEMENT REPORT:</b> Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders. Results can be restricted by the user to their applicable dates of interest.	<b>\$0.00</b>
<b>FINDER REPORT:</b> Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	<b>\$0.00</b>
<b>SUMMARY REPORT:</b> Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	<b>\$0.00</b>
<b>COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Bankruptcy (Charged per search)	<b>\$0.00</b>
Businesses at Address	<b>\$0.00</b>
Concealed Weapons Permit Search	<b>\$0.00</b>
Criminal Records Search (Charged per search)	<b>\$0.00</b>
Criminal Records Report	<b>\$0.00</b>
Driver Licenses at Address	<b>\$0.00</b>
Hunting/Fishing License Search	<b>\$0.00</b>
Liens and Judgments (Charged per search)	<b>\$0.00</b>
Motor Vehicles Registered at Address	<b>\$0.00</b>
Neighborhood Profile (2010 Census)	<b>\$0.00</b>
Neighbors at Address	<b>\$0.00</b>
Property Ownership Current / Previous	<b>\$0.00</b>
Sexual Offenders Search (Report Included) (Charged per search)	<b>\$0.00</b>
<b>COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Associated Businesses	<b>\$0.00</b>
Associated People	<b>\$0.00</b>
Bankruptcy (Charged per search)	<b>\$0.00</b>
Business Registrations	<b>\$0.00</b>
Corporation Filings	<b>\$0.00</b>
Dun & Bradstreet Records (Not Discounted)	<b>\$3.75</b>

FAA Aircraft	\$0.00
Internet Domain Names	\$0.00
IRS 5500	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles	\$0.00
Properties	\$0.00
UCC Filings	\$0.00
Watercraft	\$0.00
<b>CUSTOM COMPREHENSIVE REPORT</b> (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
<b>Additional Report Options:</b>	
Associates	\$0.00
Bankruptcy (Charged per search)	\$0.00
Criminal Records (Charged per search)	\$0.00
DEA Controlled Substances License Search	\$0.00
Driver Licenses Information	\$0.00
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.00
National Motor Vehicle Accident Search & Report	\$0.00
Neighborhood Profile (2010 Census)	\$0.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.00
People at Work	\$0.00
Phones Plus	\$0.50
Professional Licenses (Charged per search)	\$0.00
Properties	\$0.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.00
Sexual Offenses (Charged per search)	\$0.00
Supplemental Data Sources (Charged per search)	\$0.00
UCC Filings	\$0.00
<b>FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT</b> (Includes Base Report Features and Additional Report Options listed below)	\$10.00
<b>COMPREHENSIVE HEALTHCARE BUSINESS REPORT</b> (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
<b>Additional Report Options:</b>	
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged per search)	\$1.00
Business Phone Matches	\$0.25
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00

**Customized Schedule A****Fax all pages of the completed Schedule A to your Account Manager**

Accurint for Government Plus (Plan 44)

Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
<b>FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT</b> (Includes Base Report Features and Additional Report Options listed below)	\$6.00
<b>COMPREHENSIVE HEALTHCARE PROVIDER REPORT</b> (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
<b>Additional Report Options:</b>	
Additional Deceased Data Sources	\$0.00
Associates	\$0.00
Bankruptcy (Charged per search) (Not discounted)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	\$0.00
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (Charged per search)	\$0.50
Hospital Affiliations	\$0.50
Liens and Judgments (Charged per search)	\$0.25
Medical Licenses (Charged per search)	\$1.00
Possible Criminal Records (Charged Per Search)	\$0.25
Professional Licenses (Charged per search)	\$1.00
Sanctions (Disciplinary) (Charged per search)	\$0.50
Specialties	\$0.00
Verification	\$0.75
<b>ONLINE BATCH</b>	
<b>Advanced Person Search</b>	\$0.50
<b>Deceased Person</b>	\$0.25
<b>Address (single)</b>	\$0.13
<b>Address (multiple)</b>	\$0.16
<b>EDA Phones (Directory Assistance) (single)</b>	\$0.10
<b>EDA Phones (Directory Assistance) (multiple)</b>	\$0.12
<b>Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus &amp; Relatives; Add-ons Possible Relocation, Neighbors &amp; People at Work (single)</b>	\$0.23
<b>Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus &amp; Relatives; Add-ons Possible Relocation, Neighbors &amp; People at Work (multiple)</b>	\$0.25
<b>Address and Phones (single)</b>	\$0.25
<b>Address and Phones (multiple)</b>	\$0.30
<b>Address and/or Phone Dedupe (per input) (single)</b>	\$0.03

<b>Address and/or Phone Dedupe (per input) (multiple)</b>	<b>\$0.04</b>
<b>Phones Plus</b>	<b>\$0.50</b>
<b>Real Time Phone Search</b>	<b>\$0.50</b>
<b>Real Time Motor Vehicle Registrations</b>	<b>\$1.50</b>
<b>Property - Add Up to Five Properties owned by the subject</b>	<b>\$1.00</b>
<b>Consumer InstantID</b>	<b>\$0.65</b>
<b>Consumer InstantID with Fraud Defender</b>	<b>\$0.95</b>
<b>Consumer InstantID with Red Flags Rule</b>	<b>\$0.90</b>
<b>Business InstantID</b>	<b>\$1.30</b>
<b>Business InstantID with Fraud Defender</b>	<b>\$1.30</b>
<b>Multiple = 2 or more phones/addresses returned</b>	

## EXHIBIT 3



## CJFS LN Non-FCRA Application &amp; Agreement Government Agencies &amp; Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The Information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

### PART 1: CUSTOMER INFORMATION (This section must be filled out entirely)

## SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) REQUIRED Cuyahoga Job and Family Services - Office of Child Support Services  
 Physical Address\* 1640 Superior Avenue  
 City Cleveland State OH Zip 44114  
 Main Agency Phone Number\* 216-443-5100 Fax \_\_\_\_\_ Web Address csea.cuyahogacounty.us

\* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

IP Address\*\* \_\_\_\_\_  
 IP Address Range\*\* From 156.63.54.142 To 156.63.54.148

\*\* If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

## SECTION B: CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT INFORMATION

Last Name Alvarez First Name Marc Middle Initial \_\_\_\_\_  
 Title Network Manager Telephone 216-515-8325 Email Address alverm@odjfs.state.oh.us  
 Admin IP Address Range listed above

\* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number 296-58
2. Full date of birth 01/28/1957
3. Home address \_\_\_\_\_

## ADDITIONAL CUSTOMER ADMINISTRATOR\* OR MAIN CONTACT INFORMATION (Optional)

Last Name Buchheit First Name Tracy Middle Initial A  
 Title Support Officer Suprvsr. Telephone 216-443-5131 Email Address buchht@odjfs.state.oh.us  
 Admin IP Address Range listed above

\* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number 293-56
2. Full date of birth 07/15/1961
3. Home address \_\_\_\_\_

### PART 2: CREDENTIALING

## SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

**SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.**

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____	Contact _____
Address _____	
City _____	State _____ Zip _____
Phone _____	Fax _____
Email _____	Account Number (if applicable) _____
Company Name _____	Contact _____
Address _____	
City _____	State _____ Zip _____
Phone _____	Fax _____
Email _____	Account Number (if applicable) _____

**SECTION C: AGENCY INFORMATION (select one)**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Federal Government                    | <input type="checkbox"/> Federal Law Enforcement         | <input type="checkbox"/> State Government | <input type="checkbox"/> State Law Enforcement |
| <input checked="" type="checkbox"/> Local/Municipal Government | <input type="checkbox"/> Local/Municipal Law Enforcement |   |  |
| <input type="checkbox"/> Other (Specify) _____                 |  |   |  |

**SECTION D: PURPOSE OF USE**

Describe \_\_\_\_\_

**SECTION E: ACCESS (select all that apply)**

- |  |   |                              |                                |
|--|---|------------------------------|--------------------------------|
| <input type="checkbox"/> Server (system to system) | <input checked="" type="checkbox"/> Internet/PC | <input type="checkbox"/> Fax | <input type="checkbox"/> Phone |
| <input type="checkbox"/> Other _____               |   |                              |                                |

**SECTION F: SITE VISIT INFORMATION**

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact Marc Alvarez Contact Phone 216-515-8325  
Contact Email alverm@odjfs.state.oh.us

**PART 3: BILLING INFORMATION**

**SECTION A: CREDIT CARD INFORMATION** (If you choose to be billed on a credit card, fill out this portion and proceed to **Part 3, Section C**. If you choose to be billed directly, skip **Part 3, Section A** and proceed to **Part 3, Section B**). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement. Please provide authorization signature on final page.

Cardholder Name \_\_\_\_\_  
Credit Card Statement Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Card Type: ☐ Master Card ☐ Visa ☐ American Express  
Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

(mm/dd/yy)

**SECTION B: DIRECT BILLING INFORMATION**

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

**BILLING CONTACT**

Last Name Weller First Name Richard Title Business Services Manager  
Telephone 216-515-8337 Email Address weller@odjfs.state.oh.us  
Billing Address 1640 Superior Avenue (VEB Rm. 580)  
City Cleveland State OH Zip 44114

**SECTION C: ADDITIONAL BILLING INFORMATION**

Require a P.O. Number on Invoice? ☒ No ☐ Yes If Yes, provide P.O. Number \_\_\_\_\_  
Sales Tax Exempt ☐ No ☒ Yes If Yes, provide proof of exemption.

**PART 4: PERMISSIBLE USE CERTIFICATIONS****Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to Part 4, Section C.

**SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input checked="" type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION B: DPPA PERMISSIBLE USES – NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.



<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input checked="" type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

#### SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use Identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data (proceed to Part 5).

☒ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? \_\_\_\_\_

#### SOCIAL SECURITY NUMBERS

##### 1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input checked="" type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: _____

##### 2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input checked="" type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use: _____

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

#### DRIVER'S LICENSE NUMBERS

##### 1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input checked="" type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input checked="" type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**PART 5: TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in Schedule A to Customer, subject to the underlying Contract between the LN and the Customer and the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(I) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data of or for third-parties. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating data of or for third-parties, or using the LN Services for personal (non-business) purposes or using the LN Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(II) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(III) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(IV) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer

certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) **National Change of Address Database.** LN is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.

(vii) **Additional Terms.** Certain materials contained within the LN Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the LN Services, Customer agrees to comply with the General Terms and Conditions for Use of LN Services contained at the following website: [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) **Fair Credit Reporting Act.** The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer'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:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from LN, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the LN Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; and (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LN Services and will immediately notify LN, in writing to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable CJFS Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. Upon the expiration of the Term the fees listed on CJFS Schedule A may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. LN is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Subject to Sections IX (M) and IX (N) of the underlying Contract, Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN

Services' Information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's Information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum. Customer's obligation to pay Invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** See Section III of the underlying Contract.

10. **TERMINATION.** See Section IV of the underlying Contract.

11. **GOVERNING LAW.** See Section IX(C) of the underlying Contract.

12. **ASSIGNMENT.** See Section IX (A) of the underlying contract.

13. **LIMITATION OF LIABILITY.** See Section VIII of the underlying Contract.

14. **WARRANTIES.** LN does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the LN Services or information provided therein. In no event shall LN be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data.

15. **INDEMNIFICATION - INFRINGEMENT.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (I) Customer must promptly give written notice of any claim to LN; (II) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (III) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **INDEMNIFICATION.** See Section VI of the underlying Contract.

17. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the LN Services.

18. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

17. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 22. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

18. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account. Notwithstanding the foregoing, LN acknowledges that he County is a tax exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to LN when the contract becomes effective.

19. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

20. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

21. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 2 herein, changes in pricing, and changes to other provisions of this Agreement as LN shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards,

a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

22. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

23. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

24. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

25. **ENTIRE AGREEMENT.** See Section IX (E) of the underlying Contract.

26. **MISCELLANEOUS.** See Section IX of the underlying Contract.

#### **AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

COUNTY OF CUYAHOGA, OHIO

Signature

Print Name

Title

Dated

Edward Fitzgerald

County Executive

(mm/dd/yy)



## SCHEDULE A – EXHIBIT 4

Accurint for Government Plus  
(Per User Subscription)

Agency (Customer) Name: Cuyahoga Job and Family Services Office of Child Support Services CJCF-OCCS  
Billgroup #: ACC-1485284  
LN Account Manager: Erin Grim

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government Plus and Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

### 1. SCHEDULE A TERM

The term of this Schedule A will be 48 months beginning 10/01/2013 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

### 2. FEES

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		15
Standard Features Fee:		\$125.52
Premium Features Fee:	N/A	\$0.00
Total Monthly User Fees (per user):		\$125.52
Total Monthly Minimum Amount:		\$1,882.80

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%.

**2.2 Transactional Fees:** Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Sexual Offender Search, Aerial Imaging, American Board of Medical Specialties Search, Bankruptcy Documents, Canadian Phones, Comprehensive Healthcare Business Report, Comprehensive Healthcare Provider Report, Court Search Wizard, D&B Search, DE Corp Search and Report, Email Search, MVR Reports, National Motor Vehicle Accident Search & Report, News Searches, Online Batch Services, Phones Plus, Property Deed Image, Provider Sanction Search and Report, Provider Search and Report, Real Time MVR, Real Time Person Search, Real Time Phone Search, Sexual Offender Alerts, Virtual Identity Search & Report, and XML. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.



### **3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 12/31/2013.

### **4. CONFIDENTIAL INFORMATION**

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

**AGREED TO AND ACCEPTED BY:** Cuyahoga Job and Family Services Office of Child Support Services  
CJCF-OCCS

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Accurint for Government PLUS

(Plan 44)  
Updated 2/15/2013

Pricing is per hit unless otherwise indicated

All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ACCURINT MAPPING (Charged per layer)	\$0.00
ADVANCED PERSON SEARCH	\$0.00
ADVANCED SEXUAL OFFENDER SEARCH	\$2.00
AERIAL IMAGING	\$3.00
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
BANKRUPTCY SEARCH (Charged per search)	\$0.00
Bankruptcy Report	\$0.00
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.00
BOOLEAN SEARCH	\$0.00
BUSINESS SEARCH	\$0.00
CASE AUDIT COMPLIANCE	\$0.00
CASE CONNECT DECONFLICTION ALERTS	\$0.00
CIVIL COURTS SEARCH - State (Report Included) (Charged per search)	\$0.00
CONCEALED WEAPON PERMIT SEARCH	\$0.00
CORPORATE FILINGS SEARCH (Report included except in Delaware)	\$0.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	\$0.00
DEATH RECORDS SEARCH (Charged per search)	\$0.00
Death Records Report (Charged per search)	\$0.00
CRIMINAL RECORDS SEARCH	\$0.00
CRIMINAL RECORDS REPORT	\$0.00
DRIVERS LICENSE SEARCH	\$0.00
E-MAIL SEARCH	\$0.40
FAA AIRCRAFT SEARCH (Report Included)	\$0.00
FAA CERTIFICATIONS SEARCH (Report Included)	\$0.00
FIREARMS & EXPLOSIVES LICENSE SEARCH	\$0.00
FORECLOSURES SEARCH (Report Included)	\$0.00
HUNTING/FISHING LICENSE SEARCH	\$0.00
INTERNET DOMAIN NAME SEARCH	\$0.00
LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
LINEUP	\$0.00
MARRIAGE AND DIVORCE SEARCH	\$0.00
MOTOR VEHICLE SEARCH	\$0.00
Motor Vehicle Report	\$0.00
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT	\$0.00
NATIONAL UCC FILINGS SEARCH (Report Included)	\$0.00
OFFICIAL RECORDS SEARCH (Report Included)	\$0.00
PEOPLE AT WORK SEARCH	\$0.00
PEOPLE IN THE NEWS	\$5.00

<b>PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Acct.) (Alerts charged at regular price)</b>	
1 - 50	\$0.00
51 - 250	\$0.00
251 - 500	\$0.00
501 - 1,000	\$0.00
1,001 - 5,000	\$0.00
5,001 - 25,000	\$0.00
25,001 - 100,000	\$0.00
<b>PERSON SEARCH</b>	\$0.00
<b>PHONES PLUS SEARCH</b>	\$0.50
<b>PROFESSIONAL LICENSE SEARCH (Charged per search)</b>	\$0.00
<b>PROPERTY ASSESSMENT SEARCH</b>	\$0.00
Property Assessment Report	\$0.00
<b>PROPERTY DEED SEARCH</b>	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
<b>REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)</b>	\$3.50
<b>REAL TIME PHONE SEARCH</b>	\$0.50
<b>RELAVINT PLUS LINK ANALYSIS (Per Diagram)</b>	\$0.00
<b>REVERSE LOOKUP SEARCH (Reverse Directory)</b>	\$0.00
<b>SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)</b>	\$0.00
<b>VIRTUAL IDENTITY SEARCH &amp; REPORT</b>	\$2.00
<b>WATERCRAFT SEARCH</b>	\$0.00
Watercraft Report	\$0.00
<b>WILDCARD SEARCH</b>	\$0.00
<b>WORKPLACE LOCATOR (Not discounted)</b>	\$3.50
<b>REPORTS</b>	
<b>ASSET REPORT: Property Deeds &amp; Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.</b>	\$0.00
<b>AUTOMATED VALUATION MODEL (AVM) REPORT</b>	\$0.00
<b>FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.</b>	\$0.00
<b>RELATIVES, NEIGHBORS &amp; ASSOCIATES REPORT</b>	\$0.00
<b>COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)</b>	\$0.00
<b>Additional Report Options:</b>	
Bankruptcy (Charged per search)	\$0.00
Businesses at Address	\$0.00
Concealed Weapons Permit Search	\$0.00
Criminal Records Search (Charged per search)	\$0.00
Criminal Records Report	\$0.00
Driver Licenses at Address	\$0.00
Hunting/Fishing License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles Registered at Address	\$0.00
Neighborhood Profile (2010 Census)	\$0.00

Neighbors at Address	\$0.00
Property Ownership Current / Previous	\$0.00
Sexual Offenders Search (Report Included) (Charged per search)	\$0.00
<b>COMPREHENSIVE BUSINESS REPORT (Base Report: Name Variations and Businesses at Address)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Associated Businesses	\$0.00
Associated People	\$0.00
Bankruptcy (Charged per search)	\$0.00
Business Registrations	\$0.00
Corporation Filings	\$0.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
Internet Domain Names	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles	\$0.00
Properties	\$0.00
UCC Filings	\$0.00
<b>CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Associates	\$0.00
Bankruptcy (Charged per search)	\$0.00
Criminal Records (Charged per search)	\$0.00
DEA Controlled Substances License Search	\$0.00
Driver Licenses Information	\$0.00
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles Registration (Watercraft & Boat Trailers included)	\$0.00
National Motor Vehicle Accident Search & Report	\$0.00
Neighborhood Profile (2010 Census)	\$0.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.00
People at Work	\$0.00
Phones Plus	\$0.50
Professional Licenses (Charged per search)	\$0.00
Property	\$0.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.00
Sexual Offenses (Charged per search)	\$0.00
Supplemental Data Sources (Charged per search)	\$0.00
UCC Filings	\$0.00
<b>ONLINE BATCH</b>	
<b>BATCH PERSON SEARCH</b>	<b>\$0.50</b>
<b>BATCH TELEPHONE</b>	<b>\$0.10</b>

# Accurint for Government

(Plan 44)

Updated 10/18/2013

Pricing is per hit unless otherwise indicated

All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	\$0.00
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	\$5.00
ASSOCIATES ("Next Steps")	\$0.00
BANKRUPTCY SEARCH (Charged per search)	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Dockets (\$0.50 for first 5 pages & \$0.20 per page thereafter)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document)	\$0.20
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.00
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.00
BOOLEAN SEARCH	\$0.00
BUSINESS CREDIT SEARCH	\$0.00
Business Credit Report	\$0.00
BUSINESS INSTANTID SEARCH (Charged per search)	\$0.00
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	\$0.00
BUSINESS SEARCH	\$0.00
BUSINESSES IN THE NEWS SEARCH (Not discounted)	\$5.00
CANADIAN PHONES	\$0.40
CASE AUDIT COMPLIANCE	\$0.00
CASE CONNECT DECONFLICTION ALERTS	\$0.00
CIVIL COURTS SEARCH (Report included) (Charged per search)	\$0.00
CLIA SEARCH	\$0.00
CONCEALED WEAPONS PERMIT SEARCH	\$0.00
CORPORATION FILINGS SEARCH (Report included except in Delaware)	\$0.00
COURT SEARCH WIZARD (Additional fees may apply; orders are non-refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	\$35.00
County Civil Lower & Upper Court - 10 Year	\$40.00
County Criminal - 7 Year	\$25.00
County Criminal - 10 Year	\$30.00
Federal Division Civil - 7 Year	\$16.00
Federal Division Civil - 10 Year	\$25.00
Federal Division Criminal - 7 Year	\$16.00
Federal Division Criminal - 10 Year	\$25.00
Statewide Criminal	\$24.00
CREDIT (FCRA)	\$2.25
CREDIT REPORT (Employment Purpose only) - Single (FCRA)	\$6.00
CREDIT REPORT (Employment Purpose only) - BiMerge (FCRA)	\$12.00
CREDIT REPORT (Employment Purpose only) - TriMerge (FCRA)	\$17.00

<b>CRIMINAL RECORDS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Criminal Records Report</b>	<b>\$0.00</b>
<b>DEA CONTROLLED SUBSTANCES LICENSE SEARCH</b>	<b>\$0.00</b>
<b>DEATH RECORDS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Death Records Report</b>	<b>\$0.00</b>
<b>DELAWARE CORPORATION SEARCH (Not discounted)</b>	<b>\$1.00</b>
<b>Delaware Corporation Report (Not discounted)</b>	<b>\$11.00</b>
<b>DRIVER LICENSES SEARCH</b>	<b>\$0.00</b>
<b>DUN &amp; BRADSTREET (D&amp;B) SEARCH</b>	<b>\$0.25</b>
<b>Dun &amp; Bradstreet (D&amp;B) Report (Not discounted)</b>	<b>\$0.00</b>
<b>E-MAIL SEARCH</b>	<b>\$0.40</b>
<b>FAA AIRCRAFT SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>FAA PILOT SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>FEDERAL FIREARMS &amp; EXPLOSIVES LICENSE SEARCH</b>	<b>\$0.00</b>
<b>FEDERAL EMPLOYER ID NUMBERS (FEIN)</b>	<b>\$0.00</b>
<b>FICTITIOUS BUSINESS NAME SEARCH</b>	<b>\$0.00</b>
<b>FORECLOSURES SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>HUNTING/FISHING LICENSE SEARCH</b>	<b>\$0.00</b>
<b>INSTANTID CONSUMER SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>INSTANTID CONSUMER &amp; FRAUDDEFENDER SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>INTERNET DOMAIN NAME SEARCH</b>	<b>\$0.00</b>
<b>LIENS &amp; JUDGMENTS SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>Liens &amp; Judgments Report</b>	<b>\$0.00</b>
<b>MARRIAGES / DIVORCES SEARCH</b>	<b>\$0.00</b>
<b>MOTOR VEHICLES SEARCH</b>	<b>\$0.00</b>
<b>Motor Vehicles Report</b>	<b>\$0.00</b>
<b>MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)</b>	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Minnesota 5-year	\$7.50
Mississippi 3-year	\$16.00
Nebraska 5-year	\$8.00
North Carolina 7-year	\$13.00
Rhode Island 3-year	\$23.00
South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$18.00
West Virginia 7-year	\$10.00

<b>NATIONAL MOTOR VEHICLE ACCIDENT SEARCH &amp; REPORT</b>	<b>\$0.00</b>
<b>NATIONAL UCC FILINGS SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>NCPDP (National Council for Prescription Drug Programs) Search (Charged per search)</b>	<b>\$0.00</b>
<b>NCPDP (National Council for Prescription Drug Programs) Report (Charged per search)</b>	<b>\$0.00</b>
<b>NEIGHBORS ("Next Steps") (Not discounted)</b>	<b>\$0.00</b>
<b>NPI SEARCH</b>	<b>\$0.00</b>
<b>NPI Report</b>	<b>\$0.00</b>
<b>OFFICIAL RECORDS SEARCH (Report Included)</b>	<b>\$0.00</b>
<b>PATRIOT ACT SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>PEOPLE AT WORK SEARCH</b>	<b>\$0.00</b>
<b>PEOPLE IN THE NEWS SEARCH (Not discounted)</b>	<b>\$5.00</b>
<b>PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)</b>	
1 - 50	\$0.00
51 - 250	\$0.00
251 - 500	\$0.00
501 - 1,000	\$0.00
1,001 - 5,000	\$0.00
5,001 - 25,000	\$0.00
25,001 - 100,000	\$0.00
<b>PERSON SEARCH</b>	<b>\$0.00</b>
<b>PHONES PLUS SEARCH</b>	<b>\$0.50</b>
<b>PROFESSIONAL LICENSES SEARCH (Charged per search)</b>	<b>\$0.00</b>
<b>PROPERTY ASSESSMENTS SEARCH</b>	<b>\$0.00</b>
<b>Property Assessments Report</b>	<b>\$0.00</b>
<b>PROPERTY DEEDS SEARCH</b>	<b>\$0.00</b>
<b>Property Deeds Report (excluding Deed Image)</b>	<b>\$0.00</b>
<b>Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)</b>	<b>\$8.00</b>
<b>PROPERTY SEARCH (Property Assessments, Deeds &amp; Mortgages)</b>	<b>\$0.00</b>
<b>Property Report (Property Assessments, Deeds &amp; Mortgages excluding Deed Image)</b>	<b>\$0.00</b>
<b>PROVIDER SEARCH</b>	<b>\$0.25</b>
<b>Provider Report</b>	<b>\$5.00</b>
<b>PROVIDER SANCTION SEARCH (Charged per search)</b>	<b>\$0.25</b>
<b>Provider Sanction Report</b>	<b>\$5.00</b>
<b>REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)</b>	<b>\$3.50</b>
<b>REAL TIME PERSON SEARCH (Charged per search)</b>	<b>\$3.50</b>
<b>REAL TIME PHONE SEARCH</b>	<b>\$0.50</b>
<b>RELATIVES ("Next Steps")</b>	<b>\$0.00</b>
<b>RELATIVES, NEIGHBORS &amp; ASSOCIATES ("Next Steps")</b>	<b>\$0.00</b>
<b>RELAVINT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)</b>	<b>\$0.00</b>
<b>REVERSE LOOKUP SEARCH (Reverse Directory)</b>	<b>\$0.00</b>
<b>SATELLITE IMAGE SEARCH</b>	<b>\$0.00</b>
<b>SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)</b>	<b>\$0.00</b>
<b>VIRTUAL IDENTITY SEARCH &amp; REPORT</b>	<b>\$2.00</b>
<b>VOTER REGISTRATION SEARCH</b>	<b>\$0.00</b>
<b>WATERCRAFT SEARCH</b>	<b>\$0.00</b>
<b>Watercraft Report</b>	<b>\$0.00</b>

<b>WORKPLACE LOCATOR (Not discounted)</b>	<b>\$3.50</b>
<b>REPORTS</b>	
<b>ASSET REPORT:</b> Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	<b>\$0.00</b>
<b>AUTOMATED VALUATION MODEL (AVM) REPORT</b>	<b>\$0.00</b>
<b>BUSINESS LINK REPORT</b>	<b>\$0.00</b>
<b>COMPREHENSIVE REPORT (Best Value):</b> Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	<b>\$0.00</b>
<b>ENTITLEMENT REPORT:</b> Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders. Results can be restricted by the user to their applicable dates of interest.	<b>\$0.00</b>
<b>FINDER REPORT:</b> Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	<b>\$0.00</b>
<b>SUMMARY REPORT:</b> Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	<b>\$0.00</b>
<b>COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Bankruptcy (Charged per search)	<b>\$0.00</b>
Businesses at Address	<b>\$0.00</b>
Concealed Weapons Permit Search	<b>\$0.00</b>
Criminal Records Search (Charged per search)	<b>\$0.00</b>
Criminal Records Report	<b>\$0.00</b>
Driver Licenses at Address	<b>\$0.00</b>
Hunting/Fishing License Search	<b>\$0.00</b>
Liens and Judgments (Charged per search)	<b>\$0.00</b>
Motor Vehicles Registered at Address	<b>\$0.00</b>
Neighborhood Profile (2010 Census)	<b>\$0.00</b>
Neighbors at Address	<b>\$0.00</b>
Property Ownership Current / Previous	<b>\$0.00</b>
Sexual Offenders Search (Report Included) (Charged per search)	<b>\$0.00</b>
<b>COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)</b>	<b>\$0.00</b>
<b>Additional Report Options:</b>	
Associated Businesses	<b>\$0.00</b>
Associated People	<b>\$0.00</b>
Bankruptcy (Charged per search)	<b>\$0.00</b>
Business Registrations	<b>\$0.00</b>
Corporation Filings	<b>\$0.00</b>
Dun & Bradstreet Records (Not Discounted)	<b>\$3.75</b>



FAA Aircraft	\$0.00
Internet Domain Names	\$0.00
IRS 5500	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicles	\$0.00
Properties	\$0.00
UCC Filings	\$0.00
Watercraft	\$0.00
<b>CUSTOM COMPREHENSIVE REPORT</b> (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
<b>Additional Report Options:</b>	
Associates	\$0.00
Bankruptcy (Charged per search)	\$0.00
Criminal Records (Charged per search)	\$0.00
DEA Controlled Substances License Search	\$0.00
Driver Licenses Information	\$0.00
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.00
Liens and Judgments (Charged per search)	\$0.00
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
National Motor Vehicle Accident Search & Report	\$0.00
Neighborhood Profile (2010 Census)	\$0.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.00
People at Work	\$0.00
Phones Plus	\$0.50
Professional Licenses (Charged per search)	\$0.00
Properties	\$0.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.00
Sexual Offenses (Charged per search)	\$0.00
Supplemental Data Sources (Charged per search)	\$0.00
UCC Filings	\$0.00
<b>FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT</b> (Includes Base Report Features and Additional Report Options listed below)	\$10.00
<b>COMPREHENSIVE HEALTHCARE BUSINESS REPORT</b> (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
<b>Additional Report Options:</b>	
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged per search)	\$1.00
Business Phone Matches	\$0.25
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00

Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
<b>FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT</b> (includes Base Report Features and Additional Report Options listed below)	\$6.00
<b>COMPREHENSIVE HEALTHCARE PROVIDER REPORT</b> (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
<b>Additional Report Options:</b>	
Additional Deceased Data Sources	\$0.00
Associates	\$0.00
Bankruptcy (Charged per search) (Not discounted)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	\$0.00
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (Charged per search)	\$0.50
Hospital Affiliations	\$0.50
Liens and Judgments (Charged per search)	\$0.25
Medical Licenses (Charged per search)	\$1.00
Possible Criminal Records (Charged Per Search)	\$0.25
Professional Licenses (Charged per search)	\$1.00
Sanctions (Disciplinary) (Charged per search)	\$0.50
Specialties	\$0.00
Verification	\$0.75
<b>ONLINE BATCH</b>	
<b>Advanced Person Search</b>	\$0.50
<b>Deceased Person</b>	\$0.25
<b>Address (single)</b>	\$0.13
<b>Address (multiple)</b>	\$0.16
<b>EDA Phones (Directory Assistance) (single)</b>	\$0.10
<b>EDA Phones (Directory Assistance) (multiple)</b>	\$0.12
<b>Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus &amp; Relatives; Add-ons Possible Relocation, Neighbors &amp; People at Work (single)</b>	\$0.23
<b>Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus &amp; Relatives; Add-ons Possible Relocation, Neighbors &amp; People at Work (multiple)</b>	\$0.25
<b>Address and Phones (single)</b>	\$0.25
<b>Address and Phones (multiple)</b>	\$0.30
<b>Address and/or Phone Dedupe (per input) (single)</b>	\$0.03

<b>Address and/or Phone Dedupe (per input) (multiple)</b>	<b>\$0.04</b>
<b>Phones Plus</b>	<b>\$0.50</b>
<b>Real Time Phone Search</b>	<b>\$0.50</b>
<b>Real Time Motor Vehicle Registrations</b>	<b>\$1.50</b>
<b>Property - Add Up to Five Properties owned by the subject</b>	<b>\$1.00</b>
<b>Consumer InstantID</b>	<b>\$0.65</b>
<b>Consumer InstantID with Fraud Defender</b>	<b>\$0.95</b>
<b>Consumer InstantID with Red Flags Rule</b>	<b>\$0.90</b>
<b>Business InstantID</b>	<b>\$1.30</b>
<b>Business InstantID with Fraud Defender</b>	<b>\$1.30</b>
<b>Multiple = 2 or more phones/addresses returned</b>	