STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**
to
Contract Number **071B0200322**

CONTRACTOR	
	LEXIS-NEXIS
	9446 Springboror Pike
	Miamisburg, OH 45342
	Gaurang Dave
	202-378-1018
	gaurang.dave@lexisnexis.com
	*******1842

STATE			
	Program Manager	Various	SW
	Contract Administrator	Nick Keilen	DTMB
		(517) 284-6999	
		keilenn@michigan.gov	

CONTRACT SUMMARY			
LEGAL RESEARCH PERSONAL INFORMATION			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
September 1, 2010	August 31, 2015	2 - 2 Year	August 31, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 30	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,674,937.27	$0.00	$3,674,937.27

DESCRIPTION

Effective January 16, 2017, the following Lexis Nexis Migration Summary and Frequently Asked Questions is hereby incorporated to the contract. This document provides supplemental information for agencies, regarding to the migration from Lexis.com to Lexis Advance. Individual agencies can choose when to migrate at there own discretion, but all agencies must migrate to Lexis Advance before December 31, 2017.

All other terms, conditions, specifications, and pricing remain the same. Per contractor agreement and DTMB approval.

Lexis Nexis Migration Summary and Frequently Asked Questions

What you need to know about migrating from Lexis.com to Lexis Advance.

1. What is Lexis Advance?

Lexis Advance is simply a newer, more modernized web platform for conducting legal research. Originally this was done on the "classic" research platform known as Lexis.com. Lexis Advance is found at www.lexisadvance.com. It offers a more user friendly interface and modern layout that is instantly more intuitive for legal researchers. Lexis.com and Lexis Advance are each supported by their own separate business system which generates invoices and dictates our internal methods for creating IDs, etc. The Lexis Advance research platform and business system offer far more features Lexis.com. Overall, our users' experience is superior on Lexis Advance both in terms of researching and in terms of administrating own accounts and users. Despite the difference in name, Lexis Advance is not a different product- it is simply a more modernized version of Lexis.com.

2. What does it mean to "migrate" from Lexis.com to Lexis Advance?

Customers who are currently able to use both or either Lexis.com or Lexis Advance are called bridged customers. Lexis-Nexis is asking bridged customers to migrate off of the Lexis.com platform entirely, so that all research is conducted on Lexis Advance exclusively, with no further access to the Lexis.com website. Subsequently, monthly LexisNexis invoices will derive from the Lexis Advance-based business and invoicing system called LexisNexis Account Center. Here account administrators can add, delete, edit users, download invoices, review usage data and more. Account Center is not available to bridged customers.

3. Do we have to migrate?

In short, yes. LexisNexis is actively working customers to move off of the Lexis.com platform and on to the Lexis Advance platform by December 31, 2017. As of today, LexisNexis has identified Dec 31, 2017 as the goal date to "sunset" Lexis.com.

4. Does our price or content change?

Generally no, if you are in the middle of your Lexis.com subscription, Lexis-Nexis will simply transfer the previously negotiated dates and prices to your new Lexis Advance agreement as long as there is no change in number of users or content. There may be a change in the naming conventions of content menus or in the combination of content material between Lexis.com and Lexis Advance. For example, on Lexis.com one content combination might be called "National Primary Law" + "Michigan Enhanced", while on Lexis Advance this combination is represented in one menu (or SKU as it's called on Lexis Advance) as "Michigan Enhanced with Full Federal". The content is the same, if not more, on Lexis Advance than it is on Lexis.com. Your representative will ensure that all of your content from your existing Lexis.com subscription is included in your Lexis Advance agreement and can provide detailed content listings.

Additionally Lexis Advance has some features that we are not able to offer in association with Lexis.com. Some examples include, but are not limited to:

- LexisNexis Account Center- an administrative portal where our customers can manage their users and their account
- Work folders/folder sharing- manage and share your search results
- Search term maps- a visual representation of search results that allows you to assess case relevance more quickly
- Improved natural language searching and a google-like interface
- Lexis web- search results from the open web are integrated into your Lexis Advance search
- Mobile apps
- Shepard's graphical view- a quick chart-oriented view that lends relevance to Shepards case citating

Your representative can give you a full demonstration of Lexis Advance and familiarize you with all differentiating features.

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DESCRIPTION

Effective Novemeber 14, 2016, this contract is amended as follows to include:

1) Tri-Merge Credit Report Additional Terms is hereby added to the contract as Exhibt I

2) Addendum for Access Limit Death Master File is hereby added to the contract as Exhibt J.

All other terms, conditions, specifications, and pricing remain the same. Per contractor agreement and DTMB approval.

Exhibit I

Tri-Merge Credit Report Additional Terms

1. The undersigned ("Customer"), desiring to receive various information services as available from **LEXISNEXIS RISK SOLUTIONS BUREAU LLC** ("LN"), a consumer reporting agency, and a reseller of consumer credit reports from the three nationwide credit bureaus (the delivery of such credit reports and related to services shall be hereafter referred to as "Services") agrees to the Additional Terms contained herein. Hereafter such credit bureaus shall be referred to as "the Bureaus."

2. The Services will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required by law or permitted by law in the case of disclosing to the consumer who is the subject of the credit report. Only designated representatives of Customer will request Services, and employees will be forbidden to obtain reports for personal reasons or on themselves, associates or any other persons, except in the exercise of their official duties. Customer will not disclose the Bureaus information to the subject of the report except as permitted or required by law, but will refer the subject to the appropriate bureau.

3. Customer will hold the Bureaus, LN, and all their agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of the Bureaus information by Customer, its employees or agents contrary to the conditions of Paragraph 2 or applicable law.

4. Recognizing that information for the Services is secured by and through fallible human sources, Customer understands that the accuracy of any Services received by Customer is not guaranteed by the Bureaus or LN, and Customer releases the Bureaus, LN, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Services and from any loss or expense suffered by Customer resulting directly or indirectly from the Services.

5. Fair Credit Reporting Act Certification. Customer certifies that it will order Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: when Customer otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (b) for government employment purposes. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as the Bureaus) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." The Bureaus and/or LN may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to Customer's permissible use for accessing the Services. Customer hereby consents to such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding terms to the contrary herein. If any of the Bureaus ceases to provide credit reports under this agreement, due to the conditions in the preceding sentence, Customer (i) unconditionally releases and agrees to hold LN and such bureau harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against LN or such bureau in connection with such termination.

California Law Certification. Customer will refer to Exhibit 1-A in making the following certification, and Customer agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)

Customer certifies that it ☐ IS or ☐ IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and ☐ DOES or ☐ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Customer has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Customer further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received.

Customer will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach- Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

6. This Section 6 applies to any means through which Customer orders or accesses the Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet. For the purposes of this Section 6, the term "Authorized User"

means a Customer employee that Customer has authorized to order or access the Information Services and who is trained on Customer's obligations under this Agreement with respect to the ordering and use of the Information Services, and the information provided through same, including Customer's FCRA and other obligations with respect to the access and use of consumer reports. Customer will: (a) ensure that only Authorized Users can order or have access to the Services and the information provided through same, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party, (c) ensure that all devices used by Customer to order or access the Services are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering or access to the Services by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of any passwords Customer may use, to Authorized Users and other employees with a need to know, changing Customer's user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Information Services, or if Customer suspects an unauthorized person has learned the password, and using all security features in the software and hardware Customer uses to order or access the Information Services. Customer will monitor compliance with the obligations of this Section 6, and will immediately notify LN if Customer suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each invoice for the purpose of detecting any unauthorized activity. Customer will not ship hardware or software between Customer's locations or to third parties without deleting all sensitive identifiers, Customer number(s), security codes, telephone access number(s) and Customer user passwords. If Customer uses a third party vendor to establish access to the Services and such third party vendor has been pre-approved in writing by LN, Customer is responsible for the third party vendor's use of Customer's member numbers, security access codes, or passwords. Customer will ensure the third party vendor safeguards Customer's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Customer under this Section 6. Customer will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If LN reasonably believes that Customer has violated this Section 6, LN or one of the Bureaus may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Customer, reasonably conduct, or have a third party conduct on its behalf, an audit of Customer's network security systems, facilities, practices and procedures in order to evaluate Customer's compliance with the data security requirements of this Section 6.

_____ Customer has read and understands this Agreement. (To be initialed by the person signing on behalf of Customer.)

_____ Customer has read the attached Exhibit 1-C "Notice to Users of Consumer Reports, Obligations of Users" which explains Customer's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Customer.)

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

Customer: _____

Street Address: _____

City, State, Zip _____

Signed by: _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT 1-A
State Compliance Matters

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Customer under the following circumstances: (a) if Customer is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale”) and a consumer about whom Customer is inquiring is applying, (b) in person, and (c) for credit. Compliance with this law further includes Customer’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Customer designated in the Agreement that it is a “retail seller,” Customer certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Customer is not currently, but subsequently becomes a “retail seller,” Customer agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Customer certifies that, as a “retail seller,” it will either (a) acquire a new Customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Customer number will require that Customer supply at least three items of identifying information from the applicant; or (b) contact Customer’s LN sales representative to ensure that Customer’s existing number is properly coded for these transactions.

EXHIBIT 1-B
Vermont Fair Credit Reporting Contract Certification

The undersigned,_____ ("Customer"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with the attached Addendum in relation to Vermont consumers, Customer hereby certifies as follows:

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Customer has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Customer further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Customer: _____
(please print)

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Exhibit 1-C

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section

615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. <u>Users Have Obligations When Fraud and Active Duty Military Alerts are in Files</u>

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. <u>Users Have Obligations When Notified of an Address Discrepancy</u>

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. <u>Users Have Obligations When Disposing of Records</u>

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by theCFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. <u>Employment Other Than in the Trucking Industry</u>

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at

the time of employment.

• Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

• **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

• The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

• The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

• Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

• Information contained in a consumer's CRA file was used in connection with the transaction.

• The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

• Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

  (1) the identity of all end-users;

  (2) certifications from all users of each purpose for which reports will be used; and

  (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Customer FCRA Permissible Purpose Certification

Please fill out the Certification below legibly and completely. Please note that missing information will result in the return of the form and will delay activation of your account. Thank you for your assistance.

The Company indicated below, as a "User" of LN Consumer Reports, hereby certifies as follows:

The nature of User's business is _____.

1. User orders consumer reports from LN for the following purposes under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

   Please check all that apply:

   ☐ For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with FCRA Section 604(a)(3)(A).
   ☐ For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with FCRA Section 604(a)(3)(A).
   ☐ For government employment purposes.

2. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two (2) years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP _____

I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this certification on behalf of the company listed above.

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title: _____

Phone Number: _____

Date: _____

This certification supersedes any pre-dated certifications. The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

Exhibit J

Addendum for Access to Limited Access DMF Data - Government

Parties	[Customer legal entitiy] and all of its applicable affiliates that receive access to Limited Access DMF Data from LN ("Recipient")
	The applicable affiliate of LexisNexis Risk Solutions that is a party to any Contract ("LN")
Applicable Contract	Any agreement pursuant to which Recipient obtains products or services from LN, whether executed prior to or after this Addendum (each a "Contract")
Effective Date	The date signed by Recipient below
Future accounts	☐ Check this box if this certification will apply to all future accounts
Addendum No. (if required under the Contract)	_____

This Addendum ("**Addendum**"), dated as of the Effective Date, is for Access to Limited Access DMF Data, amends and supplements each Contract between LN and Recipient, and applies with respect to the Limited Access DMF data described herein only. Unless notice is provided by LN otherwise, the term of this Addendum shall run in parallel to any Contract(s) under which Limited Access DMF is provided.

The Parties agree as follows:

I. Definitions. For purposes of this Addendum, these terms are defined as follows:

a. Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Agreement is attached hereto as "Exhibit A".

b. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as "Exhibit B".

c. DMF: The federal Death Master File.

d. NTIS: National Technical Information Service, U.S. Department of Commerce

e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Addendum but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Addendum governs Recipient's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Recipient's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Recipient hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Recipient has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Recipient's use):

☐ **Legitimate Fraud Prevention Interest:** Recipient has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Recipient has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Recipient's specific purpose(s) for obtaining Limited Access DMF data under this Addendum is:

☐ Fraud Prevention and identity verification purposes

☐ For uses permitted or required by law

☐ For uses permitted or required by governmental rules

☐ For uses permitted or required by regulation

☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Recipient has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Recipient agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Recipient.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status**. Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit**. Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited

Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.

4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Survival**. Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

Recipient

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B0200322**

CONTRACTOR	
	LEXIS-NEXIS
	9446 Springboror Pike
	Miamisburg, OH 45342
	Gaurang Dave
	202-378-1018
	gaurang.dave@lnssi.com
	*******1842

STATE			
	Program Manager	See Section 2.022	SW
		See Section 2.022	
		See Section 2.022	
	Contract Administrator	Nick Keilen	DTMB
		(517) 284-6999	
		keilenn@michigan.gov	

CONTRACT SUMMARY

LEGAL RESEARCH PERSONAL INFORMATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2 - 2 Year	August 31, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 30	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,349,937.27	$325,000.00	$3,674,937.27

DESCRIPTION

Effective November 15, 2016, this contract is hereby increased by $325,000.00 for Statewide use.

All other terms, conditions, specifications, and remain the same. Per contract agreement, DTMB Procurement approval, and State Administrative Board approval on 11/15/2015.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**

to

Contract Number **071B0200322**

CONTRACTOR	
	LEXIS-NEXIS
	9446 Springboror Pike
	Miamisburg, OH 45342
	Gaurang Dave
	202-378-1018
	gaurang.dave@lnssi.com
	*******1842

STATE			
	Program Manager	See Section 2.022	SW
		See Section 2.022	
		See Section 2.022	
	Contract Administrator	Nick Keilen	DTMB
		(517) 284-6999	
		keilenn@michigan.gov	

CONTRACT SUMMARY

LEGAL RESEARCH PERSONAL INFORMATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2 - 2 Year	August 31, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 30	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,349,937.27	$0.00	$3,349,937.27

DESCRIPTION

Effective October 17, 2016, Lexis - Nexis - Law Enforcement Plus is hereby added to the contract for Statewide use. The features of this service include: Email Search, Realtime Phone Search, and Virtual Identity Search & Report. The per user/ per month charge is $120.00

All other terms, conditions, specifications, and pricing remain the same. Per contractor agreement and DTMB approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B0200322**

CONTRACTOR	
	LEXIS-NEXIS
	9446 Springboror Pike
	Miamisburg, OH 45342
	Gaurang Dave
	202-378-1018
	gaurang.dave@lexisnexis.com
	*******1842

STATE			
	Program Manager	Various	Statewide
	Contract Administrator	Nick Keilen	DTMB
		(517) 284-6999	
		keilenn@michigan.gov	

CONTRACT SUMMARY

LEGAL RESEARCH PERSONAL INFORMATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(s) NOTED BELOW
September 1, 2010	August 31, 2015	2 - 2 Year	August 31, 2015

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 30	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		August 31, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,224,938.27	$124,999.00	$3,349,937.27

DESCRIPTION

Effective October 10, 2016, this contract is hereby increased by $124,999.00 for Statewide use.

All other terms, conditions, specifications and pricing remain the same. Per contractor agreement and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9

to

CONTRACT NO. 071B0200322

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis	**Gaurang Dave**	**Gaurang.Dave@Lnssi.com**
1150 18th Street NW, Suite 250	**PHONE**	**VENDOR TAX ID # (LAST FOUR DIGITS ONLY)**
Miamisburg, OH 45342	**202-378-1018**	1842

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	See Section 2.022			
CONTRACT ADMINISTRATOR	DTMB	William Camp	(517) 284-7022	campw@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Legal Research/Personal Information

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	(2) 2-Year Options	August 31, 2017
PAYMENT TERMS	**F.O.B.**	**SHIPPED TO**	
Net 30	N/A	N/A	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2017

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$3,058,938.27	$166,000.00	$3,224,938.27

DESCRIPTION:
Effective September 1, 2015, this contract is hereby INCREASED by $166,000.00. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement and DTMB Procurement approval and State Administrative Board Approval on July 14, 2015.

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8

to

CONTRACT NO. 071B0200322

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis	Gaurang Dave	Gaurang.Dave@Lnssi.com
1150 18th Street NW, Suite 250	**PHONE**	**VENDOR TAX ID # (LAST FOUR DIGITS ONLY)**
Washington, DC 20036	202-378-1018	1842

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Various	Various	Various
CONTRACT ADMINISTRATOR	DTMB	William Camp	517-284-7022	campw@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Legal Research/Personal Information/Subscription Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2 – 2 year	August 31, 2015
PAYMENT TERMS	**F.O.B.**	**SHIPPED TO**	
Net 30	N/A	N/A	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☐ No ☒ Yes	☒	☐	2-years	September 1, 2017

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$2,952,181.27	$106,757.00	$3,058,938.27

DESCRIPTION:
Effective June 15, this Contract is exercising a 2-year option, and is increased $106,757.00. The Revised contract expiration date is September 1, 2017. Further, Digital Library services for the Library of Michigan are added pursuant to attached pricing and agreement. Patron access passwords and service are now included in this contract, pursuant to attached pricing. Furthermore all passwords currently held with LexisNexis will be migrated to the Lexis Advance platform. All other terms, conditions, specifications and pricing remain the same. Per DTMB, vendor, agency, and DTMB Procurement approval.

LexisNexis®

Additional Access Methods Addendum for LexisNexis Digital Library

"Subscriber": State Law Library of Michigan	"LN": LexisNexis, a division of Reed Elsevier Inc.

This Additional Access Methods Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. Termination of Digital Library and Conversion to Print
The Agreement may be terminated (as explained in this section) by LN if LN gives Subscriber notice of termination at least sixty days prior to the expiration of the then-current Commitment Period (*e.g.*, Year 1, Year 2 or Year 3) ("Conversion Option"). If LN exercises the Conversion Option, then the Subscriber agrees that under the Agreement, Subscriber will continue to subscribe to the publications previously provided under the Agreement as Non-Digital Library Publications (each as may then be available) as Non-Digital Library Publications, with the base price for such publications being the then-current list price, plus then-current shipping & handling, and fixed annual increases and additional discounts on releases as specified in the Agreement. LN may request (in LN's discretion for LN's convenience, which will not affect the status of the above) that Subscriber sign a new agreement reflecting the above changes.

B. Definitions of Authorized Users and Restricted Access Authorized Users
As used in the Agreement, "Authorized Users" refers to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (4) faculty, (5) current students (for educational institutions), and Restricted Access Authorized Users.

"Restricted Access Authorized Users" refers to Subscriber's (1) alumni (for educational institutions), (2) bar members, and (3) other legal professionals that do not fall into another category mentioned in this definition of Restricted Access Authorized Users or Authorized Users.

C. No Inter-Library Loans
An Authorized User may download or access eBooks from the Digital Library only to such Authorized User's personal devices or a device issued by Subscriber, subject to the terms of the LN Agreement and this Addendum. For the avoidance of doubt, interlibrary loans of the Digital Library or any eBook therein are not permitted.

D. Types of Access
There shall be four (4) main types of access to the final site of the Digital Library for Authorized Users, and Subscriber shall enforce the restrictions below. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of the below restrictions and obligations.

D.1 "Administrative Access" shall be the ID and password access to the administrative website as may be given to only a limited set of Authorized Users for management of the Digital Library.

D.2 "Standard Access" shall be via ID and password access to the Digital Library for Authorized Users, except that Subscriber shall not give Standard Access to those Authorized Users limited to Guest Access or Restricted Access.

D.3 "Guest Access" shall be access to the Digital Library for Authorized Users, where all of the following apply:

a) Access Method: Guest Access is provided only via IP authentication from within Subscriber's physical library building.
   i. Subscriber shall enable and not circumvent such IP authentication restrictions, and shall have separate IP addresses for each terminal in order to activate "Guest Access".
   ii. For Guest Access, a modern, standard web browser is required, and Subscriber shall provide the same.
b) Lending Period: Guest Access shall have Lending Periods of no longer than one (1) day
c) Check-Out Restrictions: Authorized Users may only checkout one (1) eBook on the Digital Library at a time via Guest Access.

D.4 "Restricted Access" shall be access to the Digital Library for Authorized Users, where all of the following apply:

a) Restricted Access Authorized Users: Restricted Access Authorized Users shall only use Restricted Access (and Guest Access, if they meet the restrictions for Guest Access), and shall not be given Standard Access.
b) Access Method: Restricted Access is provided via ID and password access.
c) Lending Period: Restricted Access shall have Lending Periods that are the same as provided for Standard Access, but in no case may the Lending Period be less than seven (7) days, or until the date of termination of the Agreement, whichever is less.
d) Check-Out Restrictions: Under this Restricted Access method, Restricted Access Authorized Users may check out only certain eBooks on the Digital Library that are contained in a subset of the Subscriber's complete collection. This subset will be determined by LN and may be updated and changed during the term without notice. In addition, this subset shall only include

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one copy of each title within the subset, regardless of the number of copies of each title subscribed to in the Subscriber's complete collection.

E. General Terms

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber": State Law Library of Michigan	LexisNexis, a division of Reed Elsevier Inc.
[MUST BE COMPLETED BY SUBSCRIBER]	[COMPLETED BY LEXISNEXIS]
Authorized Subscriber Signature:	Authorized Signature: Scott Meier
Printed Name:	Printed Name: Scott Meier
Job Title:	Job Title: Sr. Dir., Research
Date:	Date: 4/19/15

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM OR BY SIGNING ABOVE.

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LexisNexis Digital Library & Multi-Year Print Agreement

"Subscriber": State Law Library of Michigan	**"LN":** LexisNexis, a division of Reed Elsevier Inc.

LN and Subscriber enter this LexisNexis Digital Library and Multi-Year Print Agreement (the "**Agreement**"). This Agreement sets forth the terms and conditions governing Subscriber's access to and use of:

(i) publications from LN made available in electronic book, video or audio format ("**eBook**") to Subscriber hereunder through the digital content lending platform developed, managed and hosted by LN's licensor, OverDrive, Inc. (the "**Application Services**") (the "**Digital Library**" is the Application Services together with eBooks provided by LN through the Application Services (the "**Digital Library eBooks**")); and

(ii) print publications or "**Electronic Publications**" (*e.g.*, CD-ROM/DVD-ROM, flash drive, PDF, or eBook, but not including Digital Library eBooks) made available from LN (each a "**Non-Digital Library Publication**") as described herein.

Subscriber's access to and use of the Digital Library and Non-Digital Library Publications is subject to the terms of this Agreement, any digital rights management ("**DRM**") included in the eBooks, and terms posted within the Digital Library. "**Publications**" include Digital Library eBooks and Non-Digital Library Publications.

Closed Offer Date: The terms in this Agreement are subject to change if Subscriber has not submitted a signed Agreement by June 30, 2015.

1. Term.

This Agreement will be comprised of the Commitment Periods (check the appropriate one for each Year):

"Year 1": ☒ 12 months after Year 1 Start Date	or	☐	to ;	
"Year 2": ☒ the 12 months after Year1	or	☐	to	or ☐ N/A;
"Year 3": ☐ the 12 months after Year2	or	☐	to	or ☒ N/A;
"Year 4": ☐ the 12 months after Year3	or	☐	to	or ☒ N/A;
"Year 5": ☐ the 12 months after Year4	or	☐	to	or ☒ N/A.

(collectively, the "**Term**").

1.1 "**Year 1 Start Date**" shall be the earlier of: (i) the date Subscriber has access to the Development Site or (ii) 30 days after this Agreement is fully executed by both parties.

1.2 This Agreement may not be terminated during the Term other than for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach or as otherwise provided herein. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for each of the above Commitment Periods with a date range of less than 11 months and one day. The proration basis shall be the number of full or partial months this Agreement is in effect divided by 12.

1.3 Notwithstanding the term description above, any Digital Library and Non-Digital Library Publications to which Subscriber subscribed on a term basis (as opposed to auto-renewal) under any agreements running through 30 days before Subscriber's Signature Date shall be "**Prior Term Subscriptions.**" Notwithstanding the Term description above, the parties agree to extend such Prior Term Subscriptions through the Year 1 Start Date. For such extension period, the price terms shall remain the same as the terms of such prior agreement(s), prorated on a monthly basis for any Digital Library and any Service Subscriptions.

2. New Publication Incentive

2.1 LN will provide Subscriber with a promotional discount of 10% of Year 1 value of Digital Library eBooks ("**New Publication Incentive**") to apply towards new Publications purchased in eBook format. The New Publication Incentive is only available for use during (check one, which period shall be the "**New Publication Incentive Period**"):

☒ Year 1 until December 25 or

☐ January 1 of the calendar year following the Year 1 Start Date to September 30 *(only check if the Year 1 Start Date is between October 1 and December 31)*.

After the New Publication Incentive Period, any unused portion will be forfeit. To use Subscriber's New Publication Incentive, Subscriber must place orders with Subscriber's LN Account Representative and provide the unique, Subscriber-specific promotional code ("**Promotional Code**") given by LN to Subscriber.

2.2 If a non-LN affiliated entity produces a publication at a new list price lower than the current new list price listed by LN on its website for the same publication produced by LN, then the Subscriber may apply during the New Publication Incentive Period to LN to subscribe to the LN-offered version of the Publication at the "**Five Percent Less Discount.**" The subscription price of the Publication under the Five Percent Less Discount during the Term shall be the new list price of such non-LN publication current at the time of the order, minus 5%. To apply the Five Percent Less Discount, Subscriber must submit evidence of such other party's list price to Subscriber's LN Account

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Representative 30 days before or with the order, and LN must be able to verify such evidence via online stores. The Publication must be a new Publication to Subscriber.

2.3 The New Publication Incentive and the Five Percent Less Discount cannot be combined with any other promotions or discounts (or combined with each other). The Publications to which the New Publication Incentive and the Five Percent Less Discount are applied shall be added to this Agreement for all remaining Years. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

3. Digital Library Commitment Amounts; Billing
3.1 During the Term, LN grants Subscriber access to the Digital Library for use on Subscriber's Authorized Users' computers and supported mobile devices. "**Authorized Users**" refers to Subscriber's U.S.-based employees, temporary employees, and contractors. Subscriber will also have the ability to acquire content directly from OverDrive (the "**OverDrive Content**"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between Subscriber and OverDrive and LN disclaims any and all liability for the OverDrive Content. Subscriber will be billed for the OverDrive Content directly from OverDrive.

3.2 LN will begin creating Subscriber's Digital Library after full execution of this Agreement. There will be a set-up period of approximately four weeks before Subscriber will have access to the Digital Library. Subscriber will be invoiced annually for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks).

3.3 For access to the Digital Library for Year 1, Subscriber will pay to LN the following Commitment Amounts: **Digital Library eBooks (Rider 1) = $43,310 and Application Services Fee = $6,250**. In subsequent years of the Term, Digital Library eBooks and the Applications Services Fee Commitment Amounts are subject to a 5% fixed annual increase. The Digital Library eBooks amount may be adjusted over the Term as Permitted Subscriber Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount (defined below) are made. All Digital Library eBooks are provided on a Service Subscription basis (defined below).

3.4 The Service Level Agreement attached at Exhibit A is incorporated by reference.

4. Publications with Matching Discount.
4.1 A "**Matching Publication**" is a Non-Digital Library Publication to which a Subscriber subscribes when it has also subscribed to that Publication title in a Digital Library eBook during at least the same period.

4.2 The "**Matching Discount**" shall be in the percentage amounts that follow off of then-current list: **Year 1:90%; Year 2:75%; Year 3: 50%**. The Matching Discount shall apply to Matching Publications in a quantity no more than the quantity listed on Rider 1 for that title. The Matching Discount is provided for the term of this Agreement in recognition of Subscriber's adoption of the Digital Library. The Florida Bar, CSC, ABA, AHLA, some state code titles, and some other licensed publications are excluded. (For a complete list, please ask your representative.) Where requirements for the use of the Matching Discount are not met, an order of a Non-Digital Library Publication shall be a Publication without Matching Discount at the LN the list price for such Publications.

4.3 "**Extended Matching Subscriptions**" shall be the Non-Digital Library Publications (i) that would otherwise qualify as Matching Publications if such subscription was under this Agreement and (ii) to which Subscriber subscribed on a term basis (as opposed to auto-renewal) under an agreement running through 30 days before Subscriber's Signature Date. Such Extended Matching Subscriptions shall be extended during the Term of this Agreement under the terms herein with the base price for such publications being the then-current list price each year of the Term, plus then-current shipping & handling. These Extended Matching Subscriptions may be canceled at any time during the Term by calling Support at 800-833-9844.

5. Publications without Matching Discount.
5.1 LN will provide Subscriber with **Publications without Matching Discount** as listed on the attached **Rider 2**.

5.2 In exchange for the Publications listed on Rider No. 2, Subscriber will pay to LN the annual Commitment Amount of **$94 for Service Subscriptions and $161 (Estimated) for Non-Service Subscriptions** for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 5% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

6. Publication Changes
During the first Year of this Agreement, Subscriber will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement, Subscriber may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only as set forth in this Section ("**Permitted Subscriber Adjustments**"). Subscriber may only substitute or change Publications once per Year upon 30 days prior written notice to LN to be effective as of the start of the next Commitment Period. Commitment Amounts (i.e., as listed in 3.2 and 5.2 including the related fixed annual increases and the 5% discount for all Updates for Non-Service Subscriptions without Matching Discount listed therein) are collectively the "**Minimum Spend Amount**". Subscriber's substitutions for Publications of greater value or adding of Publications shall require the Subscriber to pay such increased amount. Subscriber's substitutions for Publications of lesser value or removal of Publications shall require the Subscriber to continue to pay the Minimum Spend Amount.

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7. Preferred Customer Discount
Due to Subscriber's overall annual spending level on all Publications provided herein as well as the other LN products and services provided by LN or its affiliates to Subscriber under the Agreement or other LN agreements (measured over the previous 12 month period) ("**All LN Products**"), Subscriber is considered a "**Preferred Customer.**" As a Preferred Customer, Subscriber has received special discounting in this Agreement. If Subscriber's overall annual spending level for All LN Products decreases significantly during the Term, Subscriber may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to eliminate the Preferred Customer discount upon 30 days written notice to Subscriber.

8. Service Subscriptions and Non-Service Subscriptions
Publications that Subscriber is renewing or ordering pursuant to this Agreement are classified as Service Subscriptions or Non-Service Subscriptions as are detailed in the attached Riders, which are incorporated herein by reference. Subscriber will pay the list price less all applicable discounts and adjustments set forth herein for any such (i) Service Subscriptions or (ii) Non-Service Subscriptions and Updates. Subscriber will be invoiced for Non-Digital Library Publications as follows: Service Subscriptions will be billed at the start of each Commitment Period and Non-Service Subscriptions will be shipped and billed as releases become available.

8.1 "**Service Subscriptions**" are Publications for which the annual subscription price includes the Publication plus any supplementation, releases, and revisions to the Publication ("**Updates**") made available in that particular media during the term. Shipping and handling fees are not included.

8.2 "**Non-Service Subscriptions**" are Publications for which the subscription price does not include the cost of Updates. Subscriber agrees that its Non-Service Subscriptions will be set-up as "automatic updates" meaning that the following will apply:

8.2.1 All Updates to Non-Service Publications available in print format will be automatically shipped to Subscriber as the Updates become available without action on Subscriber's part. Such Updates will be shipped with an invoice for the individual release retail price for the Update less any applicable discounts. Non-Service Electronic Publications will be Updated via automatic shipment to Subscriber, or by LN either pushing the Update to Subscriber electronically or notifying Subscriber than an Update is available for download.

8.2.2 Subscriber can expect a periodic price increase to the estimated retail price for such successive Updates. The retail price does not include shipping and handling charges; and

8.2.3 Subscriber has been advised of the number of Updates and the cost related to the Updates (upkeep costs) that were made to the Publications last year. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but Subscriber may use this as a rough estimate of future shipments. Subscriber may call for Support at 800-833-9844 for additional information on Update frequency and price.

9. General Rights Granted; Restrictions on Use
9.1 Non-Digital Library Publications may be comprised of Publications with Matching Discount and Publications without Matching Discount. Subscriber is granted a non-exclusive, non-transferable limited license to access and use Non-Digital Library Publications available from LN and ordered under this Agreement for its internal research purposes. LN may make Non-Digital Library Publications available on a Service Subscription or Non-Service Subscription basis. Electronic Publications (excluding the Digital Library) shall also be subject to the terms viewable at: http://www.lexisnexis.com/terms/bender/MasterAgreement.

9.2 LN grants to Subscriber and its Authorized Users a limited, non-exclusive, non-transferable right to access and use the Digital Library and all functionality included therein for Subscriber's internal research purposes subject to the terms of this Agreement. Subscriber grants to LN and its affiliates permission to identify Subscriber as a subscriber to the Digital Library.

9.3 Through the functionality of the Digital Library, Subscriber will have the right to provide access to eBook(s) on the Digital Library solely to Authorized Users using the Digital Library for a limited duration ("**Lending Period**"). Subscriber will establish the Lending Period, but in no case may the Lending Period extend beyond the Term or 365 days, whichever is less.

9.4 Subscriber will have the right to distribute the number of eBook(s) on the Digital Library to the number of Authorized Users indicated on the attached Rider No. 1.

9.5 In the event that LN determines that Subscriber is in violation of any of the material terms of this Agreement, LN reserves the right to suspend or terminate Subscriber's access to the Digital Library. Subscriber agrees to promptly notify LN if it becomes aware of any misuse of the Digital Library and to cooperate with LN to take any necessary corrective actions.

9.6 Upon the termination or expiration of this Agreement for any reason, Subscriber agrees to promptly cease all use of the Digital Library and to purge and delete or direct the deletion of all copies of the eBook(s) from all Display Devices (whether such Display Devices are the property of Subscriber or personal Display Devices of Authorized Users).

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9.7 LN reserves the right to enhance, add, withdraw or change the feature functionality of the Digital Library and to add or remove eBook titles from the Digital Library. In the event any such change results in the removal of a significant portion of the eBook titles from the Digital Library, LN and Subscriber will negotiate in good faith to make an appropriate adjustment to the amounts payable under this Agreement. If the parties are unable to agree upon an appropriate adjustment, Subscriber may terminate this Agreement upon written notice to LN. Not all Digital Library eBooks are available in all eBook formats.

9.8 Except as expressly permitted herein, Subscriber may not, nor permit others to: (i) copy, reverse engineer, decompile, disassemble, derive source code, modify, or create compilations or derivative works of the Digital Library; (ii) remove, disable, or defeat any functionality in the Digital Library designed to limit or control access to or use of the Digital Library; (iii) provide any person that is not an Authorized User access to the Digital Library, or any portion thereof, without the express written permission of LN; (iv) use the Digital Library to develop a database, infobase, online or similar database service, or other information resource in any media (now existing or developed in the future) for commercial sale or use by others, or make the Digital Library available through any timesharing system, service bureau, the Internet, or any other similar technology (now existing or developed in the future); (v) use the Digital Library in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its data suppliers; (vi) remove or obscure any copyright notice or other notice or terms of use contained in the Digital Library; or (vii) download the Digital Library or any portion thereof to any media center or library device or any other device that allows for access by multiple users.

9.9 Subscriber will implement and maintain reasonable measures to ensure that only Authorized Users have access to the Digital Library and to prevent unwarranted intrusion into the Digital Library. This includes reasonable steps to protect its password and access to the administrative website for management of the Digital Library.

9.10 Subscriber will respect and deploy the DRM settings on the Digital Library as designated by LN that may restrict burning, copying, sharing and/or printing of the Digital Library. In the event LN learns of attempts to circumvent such DRM protections either by Subscriber or its Authorized Users, LN shall in its sole discretion, be permitted to temporarily suspend and/or permanently terminate Authorized User's and/or Subscriber's access to the Digital Library.

10. Ownership of the Digital Library; Trademarks

10.1 LN and its licensors hold exclusive ownership of the Digital Library and all intellectual property rights embodied therein including any trademarks, logos, and service marks (collectively, "**LN Trademarks**") displayed in the Digital Library. The Digital Library is protected by United States and international copyright laws and international treaty provisions. Subscriber does not acquire any right or interest in the Digital Library or in any eBook other than the limited license set forth herein. Nothing contained on the Digital Library may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any LN Trademark.

10.2 Subscriber grants to LN the limited right to use and display any trademarks, logos or service marks (collectively, "**Subscriber Trademarks**") provided by Subscriber to LN for the express purpose of co-branding Subscriber's customized adaptation of the Digital Library. LN shall not use the Subscriber Trademarks for any other purpose. Subscriber represents and warrants to LN that it is the owner of the Subscriber Trademarks and/or has all necessary rights to grant this license to LN.

11. Disclaimer of Warranty, Limitation of Liability

11.1 LN warrants that it has the right and authority to provide the Digital Library and Publications on the terms set forth herein. Except for the foregoing warranty, LN, ON BEHALF OF ITSELF AND ITS LICENSORS INCLUDING OVERDRIVE (COLLECTIVELY, "LN PARTIES"), DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING FOR ANY PRODUCT OR SERVICE UNDER THIS AGREEMENT. LN FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR THE OVERDRIVE CONTENT. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS CONTAINED IN THE PUBLICATIONS.

11.2 IN NO EVENT SHALL THE LN PARTIES BE LIABLE TO SUBSCRIBER OR ITS AUTHORIZED USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE DIGITAL LIBRARY. IN NO EVENT SHALL THE LN PARTIES LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER FOR THE DIGITAL LIBRARY UNDER THIS AGREEMENT. SUBSCRIBER'S EXCLUSIVE REMEDY AND LN'S SOLE OBLIGATION FOR A DEFECTIVE PUBLICATION SHALL BE THAT LN SHALL PROVIDE A REPLACEMENT COPY OF A DEFECTIVE PUBLICATION OR REPAIR OR REPLACE THE SAME.

12. Confidential Information

This Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN. Subscriber will maintain this Agreement in confidence and take reasonable precautions against such disclosure to any third person. This Section will survive the termination or expiration of this Agreement.

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13. General Clauses

13.1 LN may discontinue the shipment of any future Publications or Updates, or access to the Digital Library, if Subscriber breaches any of its material obligations under this Agreement.

13.2 This Agreement shall be governed by the laws and construed in accordance with the laws of the State of Michigan regardless of the law that might otherwise apply under applicable principles of conflicts of law.

13.3 LN may amend the license and use terms of this Agreement immediately upon notice to Subscriber. Subscriber may terminate this Agreement upon written notice to LN if such change is unacceptable. To be effective under this Section, Subscriber must provide notice of termination to LN in writing within 90 days of the effective date of the change.

13.4 If LN accepts a purchase order or other document related to the Digital Library from Subscriber or its agent ("PO"), then the PO shall not apply or become a part of this Agreement.

13.5 OverDrive is a third party beneficiary to this Agreement with regard to the Application Services only.

13.6 This Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. For the avoidance of doubt, those publications subscribed to prior to this Agreement on an auto-renewal basis under some other agreement with auto-renewal terms shall not have their auto-renewal basis status affected by this Agreement.

13.7 Acceptance by LN may be evidenced by signature or by providing access to the products referenced herein.

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Agreed to and accepted by:

"Subscriber":	State Law Library of Michigan	LexisNexis, a division of Reed Elsevier Inc.	
[MUST BE COMPLETED BY SUBSCRIBER]		[COMPLETED BY LEXISNEXIS]	
Authorized Subscriber Signature:		Authorized Signature:	Scott Mertz
Printed Name:		Printed Name:	Scott Mertz
Job Title:		Job Title:	Sr Dir, Research
"Signature Date":		Date:	6/19/15

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AGREEMENT BY PERFORMING ACCORDING TO THIS AGREEMENT OR BY SIGNING ABOVE.

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EXHIBIT A – SERVICE LEVEL AGREEMENT ("SLA")

1. Purpose:
This SLA provides a description of the website implementation process and support services for the Digital Library.

2. Definitions:

"Development Site": An OverDrivehosted website provided for purposes of testing and approvals of Subscriber's Final Site.

"Final Site": An OverDrive-hosted website that succeeds the Development Site and is ready to be launched.

3. Digital Library Launch and Adoption Incentives; Perpetual License Option for Single-User Copies on Termination

Launch Incentive – LN will reduce the Year 1 Application Services Fee to 6,250 if Subscriber does all of the following within 60 days of the Final Site Approval Date (defined below): (i) sends announcement to all 38 Authorized Users to receive an ID and password under the Agreement in Year 1 ("Potential ID Authorized Users"), (ii) provides the unique user ID & password to all Potential ID Authorized Users, and (iii) makes at least three Post Launch End-User Training sessions available to all Potential ID Authorized Users, and (iv) sends evidence of accomplishing tasks (i), (ii), and (iii) to their LN Digital Library Specialist within 90 days of the Final Site Approval Date. If Subscriber does not meet the requirements for this Launch Incentive, then the full (not reduced) Application Services Fee for Year 1 will be due to LN within 120 days of the Final Site Approval Date, and the full (not reduced) Application Services Fees for the remaining years shall be due according to the Agreement.

Adoption Incentive – LN will reduce the fixed annual increases related to the Digital Library eBooks and the Applications Services Fee for the Term down to a 3% fixed annual increase, if Subscriber does all of the following within 10 months of the Final Site Approval Date: (a) establishes a 15% Adoption Rate (Adoption Rate is a percentage measured by having counting those Potential ID Authorized Users have a minimum of at least 1 checkout each divided by all Potential ID Authorized Users), and (b) sends evidence of accomplishing task (a) to their LN Digital Library Specialist within 11 months of the Final Site Approval Date. If Subscriber does not meet the requirements for this Adoption Incentive, then the full (not reduced) fixed annual increases will go into effect.

If at the end of the Term the Subscriber has complied with all its obligations and met the Adoption Incentive in the SLA, then Subscriber has the option to apply the Matching Discount for Year 1 to purchase the right to assign single-user/single-copy, non-transferable, perpetual eBook licenses (**"Single-User License"**) (such assignees, each a **"Single-User eBook User"**). This option applies only where such Single-User Licenses: (i) would otherwise qualify as Matching Publications (including the quantity restrictions), but for the impending termination of the Digital Library, (ii) are then-currently available via the LN Store (some exclusions may apply), and (iii) are in a quantity of each title no more than was active for that title for at least one year as a Digital Library eBook. Assignments must be made from the LN Store (http://www.lexisnexis.com/store/us/), or such other method as may be agreed upon by LN in writing. Each Single-User License will not include rights to updates unless the Subscriber purchases a subscription to such eBook. Each Single-User License only may be assigned to Authorized Users who are employees. Each Single-User License must be assigned to the Single-User eBook Users with then-current DRM. Subscriber is responsible for compliance with Single-User License rights available in each eBook and upon download. In order to execute this right, Subscriber must notify LN in writing to ebooks@lexisnexis.com no later than 30 days prior to termination of this Agreement and provide the necessary information needed to assign such eBooks. LN is not responsible for management of such licenses for Subscriber.

4. Digital Library Implementation Options (Choose One Upon Discussion with LN Digital Library Specialist):

Subscriber can choose between the Standard and Integrated Implementation options as defined below. Both options include:

- Digital Library Website Site Design, using standard template, Subscriber provided logo (if authorized) and selected primary and secondary colors. Specifications will be provided by OverDrive.
- Placement of all Digital Library eBooks on Rider 1 with appropriate quantities. Index volumes will be set to "always available."
- Adjustment of certain Digital Library site defaults (*e.g.*, lending periods, total number of checkouts per Authorized User).

☐ Standard Implementation: Does not require any customization or integration as described below in the Integrated Implementation:

a. Final Site will be delivered approximately 4-6 weeks after the Agreement is signed.
b. Authentication provided by Library Card Manager (or successor), a basic Authorized User-controlled ID& Password management tool provided by OverDrive.
c. A minimal amount of Subscriber's IT department involvement is necessary (*e.g.*, confirmation of browser options, authentication requirements and/or enterprise policies).

☒ Integrated Implementation: A customized implementation of Subscriber's specific technical and user experience requirements:

a. Final Site will be delivered approximately 12-14 weeks after the Agreement is signed.
b. Requires advanced involvement by Subscriber's Digital Library administrator/librarian and/or IT department . Examples include, but are not limited to:
   i. Authentication using LDAP, SIP2, or other authentication options as agreed to by all parties.
   ii. Integration of API's or digital MARC records into Library Management System ("LMS")

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iii. Significant or enhanced pre-rollout training or project management as agreed upon by the parties
iv. Additional site customizations as agreed upon by all parties

5. Contacts and Support

Development Site		Final Site	
Subscriber	**LN and OverDrive**	**Subscriber**	**LN**
Digital Library Administrator: Ideally, a librarian or collections specialist who will be assigned administrator access. IT Department Contact: A contact who will provide information and expertise on subscriber's IT system.	LN Digital Library Specialist: LN's designated primary contact for OverDrive and Subscriber throughout implementation. OverDrive Implementation Specialist: OverDrive's designated project manager for Subscriber's implementation.	Digital Library Administrator: Provides first level support to authorized users at Subscriber's organization.	LN Customer Support: Provides second level support to Subscriber's Digital Library Administrator(s) or IT Department. Available at: (877) 516-8256 (8am-8pm M-F EST excluding holidays), or DigitalLibrarySupport@lexisnexis.com (using the support form located in the administrative site under support tab).

When contacting LN Customer Support, please allow approximately 48 hours for response time to non-critical issues. For critical support issues such as site down events, authentication errors or other urgent requests, please call Customer Support; response time will be within 1-2 hours with resolution within 3-5 business days unless otherwise notified.

6. Implementation Services:

a. Implementation Call –Scheduled by LN with Subscriber's Digital Library Administrator and IT Department Contact to discuss the implementation timeline and requirements, and introduce the OverDrive Implementation Specialist.
b. Informational Form – Required from Subscriber within 15 days of Agreement signature. LN will provide.
c. Development Site – Provided to Subscriber's Digital Library Administrator and IT Department Contact for confirmation of site design and proper content load. Within two weeks of access receipt, Subscriber will be expected to complete a full review of site content and functionality and provide any change requests to LN and OverDrive. Upon completion, LN and OverDrive will provide Subscriber with a tentative date for Full Site access.
d. Final Site Review Call – Scheduled by LN with Subscriber's Digital Library Administrator and IT Department Contact to secure approval of the Final Site (such date being the "Final Site Approval Date"). At such time the OverDrive Implementation Specialist's role will conclude, ongoing support procedures ("Customer Support for Final Site" above) will be reviewed, and the timelines for the Digital Library Launch and Adoption Incentives will commence.
e. Pre-Launch Training:
   e.1. "Basics": LN or OD will provide a one-time overview of the Development Site as well as instructions on how to access the library, search, borrow and download eBooks.
   e.2. "OverDrive Marketplace": LN or OD will provide a one-time overview of "library administration" functions such as how to run library usage statistics reports, the eBook pull-back function and how to license books from OverDrive.
f. Post Launch Training – LN will provide one (1) optional live training webinar for each of the first four (4) weeks (up to 4 sessions in total) following the date the Subscriber is given access to the Final Site.
g. Any delays related to matters described in this SLA that are due to Subscriber's failure to respond in a timely manner, requests for additional customizations or integration, or requests for additional training may require amendments or agreements with added expense.

7. Additional Information:

a. Browser Requirements – Any supported internet browser may be used at the Subscriber's discretion. However, full functionality may not be available if the most current version of mainstream internet browser is not used
b. Third Party e-reader Software – LN is not responsible for installing, rolling-out, support, or training related thereto.
c. MARC Records - Subscriber may purchase MARC records at own expense or create free basic records using OverDrive MARC Express. LN does not provide MARC record and is not responsible for the accuracy or content of those records.
d. API/Catalog Integration – LN is not responsible for costs related to or implementation of API services into Subscriber's LMS. Subscriber will have the option to use existing OverDrive API's to integrate Digital Library into Subscriber's LMS system; the integration must be complete within 30 days from Development Site access, or if Subscriber notifies the LN Digital Library Specialist within such 30 day time period that it will not complete API/Catalog Integration by that time, then Subscriber may defer such API/Catalog Integration, but support for delayed API/Catalog Integration shall not be covered by this SLA.

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8. Additional Terms Related to Implementation Services:

a. The "Implementation Services" means the services that LN will provide to the Subscriber in connection with the Digital Library as are described in this Exhibit. LN may use subcontractors in the performance of all or part of the Implementation Services.

b. LN, ON BEHALF OF ITSELF AND ITS LICENSORS INCLUDING OVERDRIVE ("COLLECTIVELY, "LN PARTIES"), DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE IMPLEMENTATION SERVICES.

c. IN NO EVENT SHALL THE LN PARTIES BE LIABLE TO SUBSCRIBER OR ITS AUTHORIZED USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO THE IMPLEMENTATION SERVICES, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE IMPLEMENTATION SERVICES. IN NO EVENT SHALL THE LN PARTIES LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER FOR THE DIGITAL LIBRARY.

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Appropriations Addendum
For LexisNexis Digital Library

"Subscriber": State Law Library of Michigan	"LN": LexisNexis, a division of Reed Elsevier Inc.

This Appropriations Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

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

General Terms
This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber": State Law Library of Michigan	LexisNexis, a division of Reed Elsevier Inc.
[MUST BE COMPLETED BY SUBSCRIBER]	[COMPLETED BY LEXISNEXIS]
Authorized Subscriber Signature:	Authorized Signature: Scott M
Printed Name:	Printed Name: Scott Meister
Job Title:	Job Title: Sr. Dir. Research
Date:	Date: 6/19/15

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM OR BY SIGNING ABOVE.

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Rider 1: Digital Library eBooks for Library of Michigan

rider created 5/8/2015 12:11

Pub	eBook ISBN	eBook Title	QTY	Year1	Year 2	Year 3
00219	9780327173199	Collier on Bankruptcy Full Set Ebook	1	$4,804	$5,044	$5,296
00301	9781579116347	Administrative Law Ebook	1	$2,776	$2,915	$3,061
00397	9781579114688	Education Law Ebook	1	$1,471	$1,545	$1,622
00410	9780327173182	Moores Federal Practice Full Set Ebook	1	$5,349	$5,616	$5,897
60087	9781579111762	New Appleman on Insurance Law Library Ebook	1	$1,983	$2,083	$2,187
61876	0009618761204	Regulatory Takings Ebook Continuity	1	$313	$329	$345
63041	0009630411200	Evidentiary Foundations Ebook Continuity	1	$134	$141	$148
63310	9780327183105	Corbin on Contracts Ebook	1	$1,608	$1,688	$1,772
74600	0009746001203	Michie Banks & Banking Ebook Continuity	1	$873	$916	$962
80464	0009804641204	Federal Standard of Review Ebook Continuity	1	$452	$474	$498
65190	0009651901209	Newsgathering & the Law Ebook Continuity	1	$205	$215	$226
64241	0009642411205	Prosecutorial Misconduct Ebook Continuity	1	$222	$233	$244
83550	0009835501201	State Constitutional Law Ebook Continuity	2	$354	$372	$390
44040	9781630448240	Mi Compiled Laws Service eBook	1	$1,094	$1,149	$1,206
66921	0009669211208	Judicial Conduct & Ethics Ebook Continuity	1	$208	$218	$229
00216	9781579114077	Debtor & Creditor Law Ebook	1	$3,585	$3,764	$3,952
04350	0009435012008	Mi Civil Procedure Litigation Manual Ebook Continuity	1	$121	$127	$133
63830	9780327182771	Mi Law & Prac Encyclopedia Ebook	1	$1,809	$1,900	$1,995
76400	9780327182504	Mi Digest Ebook	1	$2,045	$2,148	$2,255
81729	0009817290017	Mi Real Estate Forms Ebook Continuity	2	$841	$883	$927
00020	9781579115715	Antieau on Local Government Law Ebook	1	$2,020	$2,121	$2,227
00199	9781579116019	Civil Rights Actions Ebook	1	$1,964	$2,062	$2,165
00340	9781422484524	Larsons Workers Compensation Law Ebook	1	$4,076	$4,280	$4,494
00147	0009147120008	Law of Electronic Funds Transfers Ebook Continuity	1	$348	$365	$383
00386	0009386120005	Ins & Risk Mgmt for State & Local Govt Ebook Continuity	1	$315	$331	$347
04355	0009435512003	Law of Premises Liability Ebook Continuity	1	$205	$215	$226
04476	0009447600002	Page on Wills Ebook	1	$1,054	$1,107	$1,162
60748	0009607481205	Waters & Water Rights Ebook Continuity	1	$1,336	$1,402	$1,472
60895	0009608951202	Clark on Surveying & Boundaries Ebook Continuity	1	$175	$184	$193
62978	0009629781208	Criminal Evidentiary Foundations Ebook Continuity	1	$141	$148	$155
65810	0009658100001	Mental Disability Law Civil & Criminal Ebook	1	$411	$431	$453
66911	0009669111201	Military Rules of Evidence Ebook Continuity	1	$299	$314	$330
80969	0009809691204	Guide to International Legal Research Ebook Continuity	1	$364	$383	$402
82467	0009824671205	Transportation Safety & Ins Law Ebook Continuity	1	$358	$376	$395
Grand Total				$43,310	$45,476	$47,750

LexisNexis®

Rider No. 2 for
Publications without Matching Discount Subscriptions
Library of Michigan

rider created 5/8/2015 12:11

Publications without Matching Discount SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	1st Year Renewal Price
Lansing	2133282001	9780327112204	44450	Mi Cls Advance Legislative Service	Print	$ 94
					First Year Service Subscription Total	$ 94

Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	Est. No. of Updates/Yr	Est. Y1 NS List Upkeep Cost Per	QTY	Est. Y1 NS Extended Cost
Lansing	2133282001	0005375780007	37578	Nvlsp Veterans Benefits Manual Standing Order	Print	1	$ 169	1	$ 161
								Est. First Year Non-Service Subscription Total	$ 161

Digital conversion planned Y/N? as of 05/08/2015)	Match	Sub-Account Name	State Code	City Name	Sub-Account Identifier	Content Identifier	Pub Number	Title Description	Media	Sub QTY	Type
N	#N/A	Library of Michigan	MI	Lansing	2133282001	0005434500003	04345	Sixth Circuit Practice Manual Standing Order	Print	1	NonSvc
Y	04350	Library of Michigan	MI	Lansing	2133282001	0005435000007	04350	MI Civil Procedure Litigation Manual Standing Order	Print	1	NonSvc
N	#N/A	Library of Michigan	MI	Lansing	2133282001	0005375780007	37578	Nvlsp Veterans Benefits Manual Standing Order	Print	1	NonSvc
Y	63830	Library of Michigan	MI	Lansing	2133282001	9780327000884	63830	MI Law & Practice Encyclopedia	Print	1	NonSvc
Y	76400	Library of Michigan	MI	Lansing	2133282001	9780327125457	76400	MI Digest 44 Volume Full Set	Print	1	NonSvc
Y	81729	Library of Michigan	MI	Lansing	2133282001	9780834200326	81729	MI Real Estate Forms	Print	1	NonSvc
Y	83550	Library of Michigan	MI	Lansing	2133282001	0005835500008	83550	State Constl Law Ltg Indiv Rights Standing Order	Print	1	NonSvc
Y	00020	Library of Michigan	MI	Lansing	2133282001	9780820510200	00020	Antieau on Local Government Law Full Set W/Svc	Print	1	Svc
Y	00199	Library of Michigan	MI	Lansing	2133282001	9780820511993	00199	Civil Rights Actions Full Set W/Svc	Print	1	Svc
Y	00219	Library of Michigan	MI	Lansing	2133282001	9781422475126	00219	Collier on Bankruptcy 16th Edition Full Set W/Svc	Print	1	Svc
Y	00301	Library of Michigan	MI	Lansing	2133282001	9780820513010	00301	Administrative Law Full Set W/Svc	Print	1	Svc
Y	00340	Library of Michigan	MI	Lansing	2133282001	9780820513349	00340	Larsons Workers Compensation Law Full Set W/Service	Print	1	Svc
Y	00397	Library of Michigan	MI	Lansing	2133282001	9780820513973	00397	Education Law Full Set W/Svc	Print	1	Svc
Y	00410	Library of Michigan	MI	Lansing	2133282001	9780820514109	00410	Moores Federal Practice Full Set W/Svc	Print	1	Svc
Y	44040	Library of Michigan	MI	Lansing	2133282001	9780327160014	44040	MI Compiled Laws Service 76 Vols Full Set	Print	1	Svc
N	#N/A	Library of Michigan	MI	Lansing	2133282001	9780327112204	44450	MI Cls Advance Legislative Service	Print	1	Svc
Y	61876	Library of Michigan	MI	Lansing	2133282001	0009618761204	61876	Regulatory Takings Ebook Continuity	0	1	NonSvc
Y	63041	Library of Michigan	MI	Lansing	2133282001	0009630411200	63041	Evidentiary Foundations Ebook Continuity	0	1	NonSvc
Y	63310	Library of Michigan	MI	Lansing	2133282001	9780327183105	63310	Corbin on Contracts Ebook	0	1	NonSvc
Y	74600	Library of Michigan	MI	Lansing	2133282001	0009745001203	74600	Michie Banks & Banking Ebook Continuity	0	1	NonSvc
Y	80464	Library of Michigan	MI	Lansing	2133282001	0009804641204	80464	Federal Standard of Review Ebook Continuity	0	1	NonSvc
Y	65190	Library of Michigan	MI	Lansing	2133282001	0009651901209	65190	Newsgathering & the Law Ebook Continuity	0	1	NonSvc
Y	64241	Library of Michigan	MI	Lansing	2133282001	0009642411205	64241	Prosecutorial Misconduct Ebook Continuity	0	1	NonSvc
Y	66921	Library of Michigan	MI	Lansing	2133282001	0009669211208	66921	Judicial Conduct & Ethics Ebook Continuity	0	1	NonSvc
Y	00216	Library of Michigan	MI	Lansing	2133282001	9781579114077	00216	Debtor & Creditor Law Ebook	0	1	NonSvc
Y	00147	Library of Michigan	MI	Lansing	2133282001	0009147120008	00147	Law of Electronic Funds Transfers Ebook Continuity	0	1	NonSvc
Y	00386	Library of Michigan	MI	Lansing	2133282001	0009386120005	00386	Ins & Risk Mgmt for State & Local Govt Ebook Continuity	0	1	NonSvc
Y	04355	Library of Michigan	MI	Lansing	2133282001	0009435512003	04355	Law of Premises Liability Ebook Continuity	0	1	NonSvc
Y	04476	Library of Michigan	MI	Lansing	2133282001	0009447600002	04476	Page on Wills Ebook	0	1	NonSvc
Y	60748	Library of Michigan	MI	Lansing	2133282001	0009607481205	60748	Waters & Water Rights Ebook Continuity	0	1	NonSvc
Y	60895	Library of Michigan	MI	Lansing	2133282001	0009608951202	60895	Clark on Surveying & Boundaries Ebook Continuity	0	1	NonSvc
Y	62978	Library of Michigan	MI	Lansing	2133282001	0009629781208	62978	Criminal Evidentiary Foundations Ebook Continuity	0	1	NonSvc
Y	65810	Library of Michigan	MI	Lansing	2133282001	0009658100001	65810	Mental Disability Law Civil & Criminal Ebook	0	1	NonSvc
Y	66911	Library of Michigan	MI	Lansing	2133282001	0009669111201	66911	Military Rules of Evidence Ebook Continuity	0	1	NonSvc
Y	80969	Library of Michigan	MI	Lansing	2133282001	0009809691204	80969	Guide to International Legal Research Ebook Continuity	0	1	NonSvc
Y	82467	Library of Michigan	MI	Lansing	2133282001	0009824671205	82467	Transportation Safety & Ins Law Ebook Continuity	0	1	NonSvc
Y	60087	Library of Michigan	MI	Lansing	2133282001	9781422470831	60087	New Appleman Ins Law Lib Edition	0	1	NonSvc
Y	83550	Library of Michigan	MI	Lansing	2133282001	0005835500008	83550	State Constitutional Law Ebook Continuity	0	1	NonSvc
Y	81729	Library of Michigan	MI	Lansing	2133282001	9780834200326	81729	MI Real Estate Forms Ebook Continuity	0	1	NonSvc

DIGITAL LENDING PROPOSAL SUMMARY:
Library of Michigan

Original Current Spend						
$41,570	*Total Current Print Spend:*	$ 41,570		*Out Year Increases:*		5%
as of this date:	*Discounts Applied:*	Online Addendum		*Attorneys/Professional Users:*		38
5/8/2015						
Incremental Spend						
$8,316		Year 1	Year 2	Year 3		
	Digital Package Pricing:					
	Net DL Content Price after Discounts	$ 43,310	$ 45,476	$ 47,750		
	OverDrive Platform Fee:	$ 6,250	$ 6,563	$ 6,891		
	Digital Library Total Annual Commitment:	$ 49,560	$ 52,038	$ 54,640		
	Est. Print Not Included in Digital Library (Billed Separately):	$ 326	$ 345	$ 365		
	Total Commitments:	$ 49,886	$ 52,383	$ 55,005		
	Matching Print Discount by year (%):	90%	75%	50%		

Lexis Advance® Subscription Amendment for State/Local Government – with Library Patron Access (Existing Subscriber Version)

"Subscriber" Name: Library of Michigan
Account Number: 118PT9
"LN": LexisNexis, a division of Reed Elsevier Inc.

1. Amendment
This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms and Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

2. Certification of Use of Lexis Advance by Librarians/Library Staff
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis Advance is as set forth below. A "Government Professional User" is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:	1

2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned.

2.3 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.4 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Use of Lexis Advance by Library Patrons
3.1 In addition to use of Lexis Advance by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber's location(s) listed below (each a "Patron").Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Amendment. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
Lansing, MI	2

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General

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Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features for Use by Librarians		
Product	**SKU Number**	**Number of Users**
National Primary Plus	1011510	
☐ See attached Rider No. 1 for additional Content & Features		

Lexis Advance Content & Features for Use by Library Patrons		
Product	**SKU Number**	**Number of Users**
National Primary Plus	1011510	
☐ See attached Rider No. 1 for additional Content & Features		

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 8/31/2015	$0
9/1/2015 - 8/31/2016	$95.00
9/1/2016 - 8/31/2017	$99.75
9/1/2017 - 8/31/2018	$104.74

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

_____
(Initial)

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4.4 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

5. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 7/15/2015.

6. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

7. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

8. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Library of Michigan**
	[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of Reed Elsevier Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Library of Michigan	
Billing Frequency:	☒ Monthly	☐ Annually
	Physical Address	Invoice Address
Street Address:	702 W. Kalamzoo Street	
City:	Lansing	
State:	MI	
Zip:	48915-1609	
County:		
Telephone:	(517) 373-1300	
Fax:		
Parent Company: *(if applicable)*		

Type of Organization:

Library: X

Employer Identification Number: NA

Organization Web Address: NA

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No

MSA: ☐ Yes ☒ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Kimberly Koscielniak	(517) 335-1948	koscielniakk@michigan.gov
Billing:	Kimberly Koscielniak	(517) 335-1948	koscielniakk@michigan.gov
Policy/Legal Notification:	Kimberly Koscielniak	(517) 335-1948	koscielniakk@michigan.gov
Scheduling/Training:	Kimberly Koscielniak	(517) 335-1948	koscielniakk@michigan.gov

	Name	Telephone
Super Admin:	Kimberly Koscielniak	(517) 335-1948
	Email	**IP Address**
	koscielniakk@michigan.gov	

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CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Kimberly Koscielniak	Librarian	koscielniakk@michigan.gov	Lansing, MI

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SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name:**
Library of Michigan

2. **Name of Technical Contact** at Law Library
_____

3. **Phone Number, email and availability** of Technical Contact at Library
_____

Number of terminals in contract: 2

Terminal 1 Static IP Address: _____	**Terminal 4** Static IP Address: _____
Terminal 2 Static IP Address: _____	**Terminal 5** Static IP Address: _____
Terminal 3 Static IP Address: _____	**Terminal 6** Static IP Address: _____

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Form No. DTMB-3521 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B0200322

Between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis	Barbara Collins	Barbara.collins@lexisnexis.com
9446 Springboro Pike	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
Miamisburg, OH 45342	515-333-2560 800-253-8191 x391	1842

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER		Various		
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
Legal Research/Personal Information

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, two year	**August 31, 2015**

PAYMENT TERMS	F.O.B.	SHIPPED TO
Net 30	N/A	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$2,952,181.27	$0.00	$2,952,181.27

DESCRIPTION:
Effective April 1, 2015 the Michigan State Police monthly search allowance of the social media monitoring service will increase from 1,000 to 2,000. The monthly flat rate charge will change from $5,227.50 to $5,727.50All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

SCHEDULE A AMENDMENT
Accurint for Law Enforcement Plus

Agency (Customer) Name:	**Michigan State Police**
Billgroup #:	**1537775 & 1035348**
LN Account Manager:	**Steve P. Hecht**

This Schedule A Amendment sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement Plus 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"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A AMENDMENT TERM
The term of this Schedule A Amendment will coterminous with the Schedule A for Accurint for Law Enforcement Plus with an Initial Term commencing on May 1, 2014 ("May 1, 2014 Schedule A") attached hereto and made a part hereof.

2. FEES
2.1 The Fees Section of the May 1, 2014 Schedule A shall be amended to state as follows:
Minimum Payment: Beginning 4/1/2015, Customer shall pay to LN each month a flat rate commitment in the amount of Five Thousand Seven Hundred Twenty-Seven Dollars and Fifty Cents ($5,727.50) (the "Flat Rate Commitment").

3. SM MONITOR EVENTS AND OBJECTS
The SM Monitor Events and Objects Sections of the May 1, 2014 Schedule A shall be amended as follows:
SM MONITOR EVENTS
3.1 Beginning 4/1/2015 and included in the Flat Rate Commitment, Customer shall be provided an allowance to monitor up to 2,000,000 SM Monitor Events each month ("SM Monitor Events Monthly Cap").
SM MONITOR OBJECTS
3.2 Beginning 4/1/2015 and included in the Flat Rate Commitment, Customer shall be provided an allowance to monitor up to 250 SM Monitor Objects each 12-month period ("Year") ("SM Monitor Objects Yearly Cap").

4. Except as expressly amended herein, all other terms and conditions shall remain unchanged and in full force and effect.

5. 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 **3/31/2015**.

6. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence to the extent permitted under law.

AGREED TO AND ACCEPTED BY: Michigan State Police

Signed: _____

Name: _____

Title: _____

Date: _____

Form No. DTMB-3521 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6

to

CONTRACT NO. 071B0200322

Between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis	Barbara Collins	Barbara.collins@lexisnexis.com
9446 Springboro Pike	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
Miamisburg, OH 45342	515-333-2560 800-253-8191 x391	1842

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	Agency	Various	Phone	Email
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
Legal Research/Personal Information

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, two year	**August 31, 2015**

PAYMENT TERMS	F.O.B.	SHIPPED TO
Net 30	N/A	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐	Option/Extension	Date

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$0.00	$0.00	$2,952,181.27

DESCRIPTION:
Effective April 1, 2015, in accordance with CN#3 the grant work outlines has been approved through September 30, 2015 at no cost by the Federal Department of Commerce, National Institute of Standards and Technology (NIST).
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
LexisNexis 9446 Springboro Pike Miamisburg, OH 45342	Barbara Collins	barbara.collins@lexisnexis.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	515-333-2560 800-253-8191 x - 3913	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	See Section 2.401	Various		
BUYER	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.com

CONTRACT SUMMARY:

DESCRIPTION: **Legal Research/Personal Information**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, 2 Year Options	August 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$600,000.00	$2,952,181.27

Effective December 16, 2014, this contract is hereby increased by $600,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and DTMB Procurement approval and the approval of the State Administrative Board on December 16, 2014.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
LexisNexis 9446 Springboro Pike Miamisburg, OH 45342	Barbara Collins	barbara.collins@lexisnexis.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	515-333-2560 800-253-8191 x - 3913	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	See Section 2.401	Various		
BUYER	DTMB	Brandon Samuel	517-241-1218	samuelb@michigan.com

CONTRACT SUMMARY:

DESCRIPTION: **Legal Research/Personal Information**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, 2 Year Options	August 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$0.00	$2,352,181.27

Effective March 13, 2014, Social Media Monitoring service is hereby added to this Contract. The attached Contractor quote is hereby incorporated into this contract.

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval.

LexisNexis Social Media Monitoring
Price Quote For The
Michigan State Police - MIOC

SHCEDULE A

(Subscription)

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement Plus 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"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

SCHEDULE A TERM

The term of this Schedule A will be 15 months beginning 05/01/2014 ("Initial Term"), and shall automatically renew for additional periods of twelve (12) months ("Renewal Term"), unless written notice of termination is provided to either party 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.

FEES

Minimum Payment: Customer shall pay to LN each month a flat rate commitment in the amount of Five Thousand Two Hundred Twenty-Seven Dollars and Fifty Cents ($5,227.50) (the "Flat Rate Commitment"), which shall include Customer's access and use of the following LN Services: Accurint for Law Enforcement Plus and SM Monitor Services (collectively, the "Flat Rate LN Services"), plus any applicable monthly Transaction Fees in accordance with Section 2.5 herein.

2.2 User IDs: During the Initial Term and in any Renewal Term, Customer shall be granted Twenty (20) Accurint for Law Enforcement Plus User ID's ("Aggregate Accurint for Law Enforcement Plus Per User Contract Limit"). Should Customer exceed the Aggregate Accurint for Law Enforcement Plus Per User Contract Limit, Customer shall pay to LN the flat fee of $120.00 per User ID per month ("User Fee") for; (a) any User ID upon which any search occurs during a calendar month; and (b) any User ID activated on Customer's account which did not perform any search and is not suspended or terminated by the close of business on the last day of any calendar month.

2.3 Transactional Fees: The attached Price Schedule lists the currently available searches and reports ("Features"), as well as their respective prices ("Transactional Fees").

2.4 Premium Features: Customer shall have unlimited access to the following Accurint for Law Enforcement Plus premium features:

Email Search
Real Time Phone Search
Virtual Identity Search & Report

2.5 Features not included: Unless otherwise listed in 2.4 above, the following Features are not included in the Flat Rate Commitment and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule: Aerial Imaging, American Board of Medical Specialties Search, Bankruptcy Documents/Dockets, Businesses in the News, Canadian Phones, Comprehensive Healthcare Business Report, Comprehensive Healthcare Provider Report, Court Search Wizard, Delaware Corporation Search and Report, Dun and Bradstreet

Search, Mexico Docket Search, Mexico Professional License Search, MVR Reports (Driving Record), National Motor Vehicle Accident Search and Report, People in the News, Property Deed Image, Provider Sanction Search and Report, Provider Search and Report, Real Time Person Search, Satellite Image, Work Place Locator and Batching Service. 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.

SM MONITOR EVENTS
Included in the Flat Rate Commitment, Customer shall be allowed to monitor up to 1,000,000 SM Monitor Events each month ("SM Monitor Events Monthly Cap").

SM MONITOR OBJECTS
Included in the Flat Rate Commitment, Customer shall be allowed to monitor up to 1,000 SM Monitor Objects each month ("SM Monitor Objects Monthly Cap").

CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing 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.

Accurint for Law Enforcement PLUS

(Plan 44)
Updated 2/15/2013

Pricing is per hit unless otherwise indicated.
All features with a price of $0.00 are considered "Standard Features" and are included in the 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 WEAPONS 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**
MARRIAGES / DIVORCES SEARCH	**$0.00**
MEXICO DOCKET SEARCH (Charged per search) (Not discounted)	**$1.00**
MEXICO PROFESSIONAL LICENSE SEARCH (Charged per search) (Not discounted)	**$1.00**
MOTOR VEHICLES SEARCH	**$0.00**
Motor Vehicles Report	**$0.00**
MOTOR VEHICLES WILDCARD SEARCH	**$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**
PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (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**
PERSON SEARCH	**$0.00**
PHONES PLUS SEARCH	**$0.50**
PROFESSIONAL LICENSE SEARCH (Charged per search)	**$0.00**
PROPERTY ASSESSMENT SEARCH	**$0.00**
Property Assessment Report	**$0.00**
PROPERTY DEED SEARCH	**$0.00**
Property Deed Report (excluding Deed Image)	**$0.00**
REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)	**$3.50**
REAL TIME PHONE SEARCH	**$0.50**
RELAVINT PLUS LINK ANALYSIS (Per Diagram)	**$0.00**
REVERSE LOOKUP SEARCH (Reverse Directory)	**$0.00**
SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)	**$0.00**
VIRTUAL IDENTITY SEARCH & REPORT	**$2.00**
WATERCRAFT SEARCH	**$0.00**
Watercraft Report	**$0.00**
WORKPLACE LOCATOR (Not discounted)	**$3.50**
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	**$0.00**
AUTOMATED VALUATION MODEL (AVM) REPORT	**$0.00**
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.	**$0.00**
RELATIVES, NEIGHBORS & ASSOCIATES REPORT	**$0.00**
COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)	**$0.00**
Additional Report Options:	
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**
COMPREHENSIVE BUSINESS REPORT (Base Report: Alternative Identities and Other Businesses at Address)	**$0.00**
Additional Report Options:	
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**
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)	**$0.00**
Additional Report Options:	
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**
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**
ONLINE BATCH	
BATCH PERSON SEARCH	**$0.50**
BATCH TELEPHONE	**$0.10**

Accurint for Law Enforcement

(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 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 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**
CRIMINAL RECORDS SEARCH (Charged per search)	**$0.00**
Criminal Records Report	**$0.00**
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	**$0.00**
DEATH RECORDS SEARCH (Charged per search)	**$0.00**
Death Records Report	**$0.00**
DELAWARE CORPORATION SEARCH (Not discounted)	**$1.00**
Delaware Corporation Report (Not discounted)	**$11.00**
DRIVER LICENSES SEARCH	**$0.00**
DUN & BRADSTREET (D&B) SEARCH	**$0.25**
Dun & Bradstreet (D&B) Report (Not discounted)	**$0.00**

E-MAIL SEARCH	**$0.40**
FAA AIRCRAFT SEARCH (Report Included)	**$0.00**
FAA PILOT SEARCH (Report Included)	**$0.00**
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	**$0.00**
FEDERAL EMPLOYER ID NUMBERS (FEIN)	**$0.00**
FICTITIOUS BUSINESS NAME 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**
Liens & Judgments Report	**$0.00**
MARRIAGES/DIVORCES SEARCH	**$0.00**
MEXICO PROFESSIONAL CERTIFICATION SEARCH (Charged per search) (Not discounted)	**$1.00**
MEXICO DOCKET SEARCH (Charged per search) (Not discounted)	**$1.00**
MOTOR VEHICLES SEARCH	**$0.00**
Motor Vehicles Report	**$0.00**
MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)	
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**
MVR WILDCARD SEARCH	**$0.00**
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT	**$0.00**
NATIONAL UCC FILINGS SEARCH (Report Included)	**$0.00**
NCPDP (National Council for Prescription Drug Programs) Search (Charged per search)	**$0.00**
NCPDP (National Council for Prescription Drug Programs) Report (Charged per search)	**$0.00**
NEIGHBORS ("NEXT STEPS") (Not discounted)	**$0.00**
NPI SEARCH	**$0.00**
NPI Report	**$0.00**
OFFICIAL RECORDS SEARCH (Report Included)	**$0.00**
PATRIOT ACT SEARCH (Charged per search)	**$0.00**
PEOPLE AT WORK SEARCH	**$0.00**
PEOPLE IN THE NEWS SEARCH (Not discounted)	**$5.00**
PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (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**
PERSON SEARCH	**$0.00**
PHONES PLUS SEARCH	**$0.50**
PROFESSIONAL LICENSES SEARCH (Charged per search)	**$0.00**
PROPERTY ASSESSMENTS SEARCH	**$0.00**
Property Assessments Report	**$0.00**
PROPERTY DEEDS SEARCH	**$0.00**
Property Deeds Report (excluding Deed Image)	**$0.00**
Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)	**$8.00**
PROPERTY SEARCH (Property Assessments, Deeds & Mortgages)	**$0.00**
Property Report (Property Assessments, Deeds & Mortgages excluding Deed Image)	**$2.00**
PROVIDER SEARCH	**$0.25**
Provider Report	**$5.00**
PROVIDER SANCTION SEARCH (Charged per search)	**$0.25**
Provider Sanction Report	**$5.00**
REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)	**$3.50**
REAL TIME PERSON SEARCH (Charged per search)	**$3.50**
REAL TIME PHONE SEARCH	**$0.50**
RELATIVES ("NEXT STEPS")	**$0.00**
RELATIVES, NEIGHBORS & ASSOCIATES ("NEXT STEPS")	**$0.00**
RELAVINT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)	**$0.00**
REVERSE LOOKUP SEARCH (Reverse Directory)	**$0.00**
SATELLITE IMAGE SEARCH	**$0.00**
SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)	**$0.00**
VIRTUAL IDENTITY SEARCH & REPORT	**$2.00**
VOTER REGISTRATION SEARCH	**$0.00**
WATERCRAFT SEARCH	**$0.00**
Watercraft Report	**$0.00**
WORKPLACE LOCATOR (Not discounted)	**$3.50**
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	**$0.00**
AUTOMATED VALUATION MODEL (AVM) REPORT	**$0.00**
BUSINESS LINK REPORT	**$0.00**
COMPREHENSIVE REPORT (Best Value): 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.	**$0.00**
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.	**$0.00**
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	**$0.00**
COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)	**$0.00**
Additional Report Options:	

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**
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	**$0.00**
Additional Report Options:	
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**
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**
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)	**$0.00**
Additional Report Options:	
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**
FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT (includes Base Report Features and Additional Report Options listed below)	**$10.00**
COMPREHENSIVE HEALTHCARE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	**$0.50**
Additional Report Options:	
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**
FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT (includes Base Report Features and Additional Report Options listed below)	**$6.00**
COMPREHENSIVE HEALTHCARE PROVIDER REPORT (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	**$0.50**
Additional Report Options:	
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**
ONLINE BATCH	
Advanced Person Search	**$0.50**
Deceased Person	**$0.25**
Address (single)	**$0.13**
Address (multiple)	**$0.16**
EDA Phones (Directory Assistance) (single)	**$0.10**

EDA Phones (Directory Assistance) (multiple)	**$0.12**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	**$0.23**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	**$0.25**
Address and Phones (single)	**$0.25**
Address and Phones (multiple)	**$0.30**
Address and/or Phone Dedupe (per input) (single)	**$0.03**
Address and/or Phone Dedupe (per input) (multiple)	**$0.04**
Phones Plus	**$0.50**
Real Time Phone Search	**$0.50**
Real Time Motor Vehicle Registrations	**$1.50**
Property - Add Up to Five Properties owned by the subject	**$1.00**
Consumer InstantID	**$0.65**
Consumer InstantID with Fraud Defender	**$0.95**
Consumer InstantID with Red Flags Rule	**$0.90**
Business InstantID	**$1.30**
Business InstantID with Fraud Defender	**$1.30**
Multiple = 2 or more phones/addresses returned	

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
to
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
LexisNexis 9446 Springboro Pike Miamisburg, OH 45342	Barbara Collins	barbara.collins@lexisnexis.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	515-333-2560 800-253-8191 x - 3913	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	See Section 2.401	Various		
BUYER	DTMB	Brandon Samuel	517-241-1218	samuelb@michigan.com

CONTRACT SUMMARY:

DESCRIPTION: **Legal Research/Personal Information**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, 1 Year Options	August 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$625,000.00	$2,352,181.27

Effective December 17, 2013, this contract is hereby increased by $625,000.00. The attached Schedules A and B are hereby incorporated into this contract. Please also note that the following CCI changes have been made:

Karin Eirosius has been replaced by: Lynn Strong, strongl3@michigan.gov, 517-373-7791
Kim Laird has been replaced by : Don Todaro, todarod@michigan.gov, 517-373-2583

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on December 17, 2013.

CHANGE NOTICE NO. 3 TO CONTRACT NO. 071B0200322

This Change Notice No. 3 (this "**Change Notice**") to Contract No. 071B0200322 (the "**Contract**") is entered into this 13th day of January, 2014 (the "**Effective Date**"), by and between the State of Michigan, Department of Technology, Management and Budget Procurement on behalf of the Michigan Department of Human Services (collectively, the "**State**") and LexisNexis ("**Contractor**")(together with the State, the "**parties**").

Background

The State was awarded a one year grant by the Federal Department of Commerce, National Institute of Standards and Technology to pilot an identity authentication project (the "**Pilot Project**"). The grant is a cooperative agreement to support the scope of work and budget for the State to integrate an identity verification and authentication solution for the MI Bridges online application for public benefits.

Identity verification is the initial key to eligibility determination for public benefits and is the critical first step for serving and assisting the right person or family in need. Public benefits policy specifies that identity may be verified through readily available documentary evidence, or if not available, through a collateral contact. The current identity verification process used by the State is manual and time-intensive, which causes challenges for staff to process cases within the time standard requirements. The current process may also cause delay in customer access to needed benefits and services. The Pilot Project is intended to streamline the verification process in order to increase efficiency and prevent potential misuse and identity fraud.

To accomplish the goals of the Pilot Project, Contractor will provide identity proofing capability with the installation of its Instant Verify and Instant Authenticate solutions into the MI Bridges online application through the utilization of system-to-system calls using .xml technology. Contractor will also provide population batch analysis at the beginning and end of the Pilot Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Contractor hereby agree as follows:

Agreement

1. **Definitions.** For purposes of this Change Notice, in addition to the bold capitalized terms defined elsewhere in this Change Notice, the following terms shall have the meanings given to them below:

   1.1 "**Documentation**" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents and materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support and technical and other components, features and requirements of the Service Software.

1.2 "**Harmful Code**" means any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive the State of its lawful right to use the Service Software.

1.3 "**Intellectual Property Rights**" means all or any of the following, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) other intellectual property rights.

1.4 "**Service Software**" means Contractor's Instant Verify and Instant Authenticate software applications, which will provide identity proofing capability to the MI Bridges online application, including all programming tools, scripts and routines, the Contractor is required to or otherwise does develop or otherwise provides under this Change Notice, as described more fully in the Statement of Work, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications made to such software applications.

1.5 "**Services**" means any of the services Contractor is required to or otherwise does provide under this Change Notice or the Statement of Work.

1.6 "**Third-Party Materials**" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, in which any person other than the State or Contractor owns any Intellectual Property Rights.

2. **Population Batch Analysis and Implementation of the Service Software.**

2.1 Statement of Work. Contractor agrees to complete (i) population batch analysis, and (ii) implementation of the Service Software, in accordance with the specifications and development schedule set forth in the Statement of Work attached hereto as Schedule A (the "**Statement of Work**").

2.2 Third-Party Materials. Contractor shall not include in the Service Software, and operation of the Service Software shall not require, any Third-Party Materials.

3. **Fees and Payment.**

3.1 Fees. In consideration of Contractor's provision of the Services and other undertakings hereunder, and subject to the provisions of this Change Notice and the Statement of Work, the State shall pay Contractor the fees (the "**Fees**") set forth

on the Payment Schedule attached hereto as Schedule B (the "**Payment Schedule**"). The Fees are inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including all insurances and taxes, if any, for the Services. Notwithstanding anything to the contrary contained in this Change Notice or the Payment Schedule, the total Fees that the State is obligated to pay Contractor shall not exceed the amount awarded to the State under the Pilot Project grant.

3.2 Payment. The State shall pay Contractor in accordance with the Payment Schedule.

3.3 Right to Withhold**.** Notwithstanding any provision of this Change Notice to the contrary, the State may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the State or loss resulting from Contractor's failure to comply with this Change Notice. The amount withheld shall not be subject to payment of interest by the State.

3.4 Right of Set-Off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Change Notice.

4. **Licensing Grant for the Service Software.**

4.1 License Grant. Contractor hereby grants to the State a nonexclusive, nontransferable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Change Notice, to:

a) access and use the Service Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for processing State Data;

b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Service Software;

c) prepare, reproduce, print, download and use a reasonable number of copies of the Documentation as may be necessary or useful for any use of the Service Software under this Change Notice; and

d) access and use the Service Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Service Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's use of the Service Software, including for purposes of determining any excess use of the Service Software.

5. **Support and Maintenance Services**.

5.1 Post implementation support for the Service Software is set forth in Section IV(D) of the Statement of Work.

6. **Term**. The term of this Change Notice commences as of the Effective Date and will continue in effect until September 30, 2014 (the "**Term**").

7. **State Data**

7.1 Ownership. The State's data ("**State Data**," which shall also be known and treated by Contractor as Confidential Information) shall include: (a) the State's data collected, used, processed, stored, or generated as the result of the Services; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein; and (c) protected health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its accompanying Privacy Rule, 45 CFR §160.103. State Data is and shall remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section shall survive the termination of the Contract.

7.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor shall: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Change Notice, the Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Change Notice, the Contract, any applicable Statement of Work, and applicable law; and, (c) unless otherwise required by legal or regulatory requirements, the Contractor shall not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section shall survive the termination of the Contract.

7.3 Loss of Data. In the event of any incident, act, error or omission, negligence, misconduct, or breach caused by the Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor shall, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII and PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII and PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII,

provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting the State's obligations of indemnification as further described in the Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The aggregate amount of the Contractor's costs in relation to the occurrence shall not exceed the value of the contract. The State shall have the option to review and approve any notification sent to affected individuals prior to its delivery. This Section shall survive the termination of the Contract.

8. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of the Contract.

8.1 Meaning of Confidential Information. For the purposes of this Change Notice and the Contract, the term "**Confidential Information**" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing, within five (5) days of such oral disclosure, by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom Of Information Act; (b) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Change Notice and the Contract, in all cases and for all matters, State Data shall be deemed to be Confidential Information.

8.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with the Contract or to use such Confidential Information for any purposes whatsoever other than the performance of the Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under the Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At either Party's request, any employee of the State, Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

8.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Change Notice and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of the Change Notice or the Statement of Work corresponding to the breach or threatened breach.

8.5 Surrender of Confidential Information upon Termination. Upon termination of the Change Notice or a Statement of Work, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

9. **Data Privacy and Information Security.**

9.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the

State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and shall at all times comply with all applicable State IT policies and standards, as more fully described at: http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

9.2 Right of Audit by the State. Without limiting any other audit rights of the State, the State shall have the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the Term. During the providing of the Services, on an ongoing basis from time to time and with ten (10) days prior written notice, the State, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

9.3 Audit Findings. In regards to State Data, Contractor shall implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

9.4 The State's Right to Terminate for Deficiencies. The State reserves the right, at its sole election, to immediately terminate the Change Notice or Statement of Work without limitation and without liability if the State reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

10. **HIPAA Compliance.** The State and Contractor shall comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

11. **Representations and Warranties of Contractor**. Contractor represents and warrants to the State that:

11.1 Contractor will perform all Services in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and shall devote adequate resources to meet its obligations under the Change Notice;

11.2 Contractor is in compliance with, and will perform all Services in compliance with, all applicable law;

11.3 When implemented, the Service Software will not contain any Harmful Code; and

11.4 As delivered, installed, specified or approved by Contractor and used by the State, the Service Software: (i) will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable laws.

12. **Miscellaneous**.

12.1 Entirety. All terms, conditions, and specifications of the Contract not specifically modified in this Change Notice remain the same and in force and effect. The Contract, as modified by this Change Notice and the attached Statement of Work and Payment Schedule, represents the entire agreement and understanding between the parties and supersedes all prior and contemporaneous proposals or other agreements, oral or written, and all other communications between the parties, relating to the subject matter of the Contract. Where conflicts arise between this Change Notice and the Contract, this Change Notice shall govern.

12.2 Counterparts. This Change Notice may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SCHEDULE A

Statement of Work

I. Background

(DHS) was awarded a one year grant under Section 272 b(4) and c(12) by the Federal Department of Commerce, National Institute of Standards and Technology (NIST) to pilot an Identity Authentication Project. The grant is a cooperative agreement to support the scope of work and budget for DHS to integrate an identity verification and authentication solution for the DHS online application for public benefits. The scope of work includes two-factor authentication for the duration of the pilot.

DHS intends to implement a pilot project to integrate an identity verification and authentication tool into the MI Bridges online application for benefits. Identity verification is the initial key to eligibility determination for public benefits and is the critical first step for serving and assisting the right person or family in need. Public benefits policy specifies that identity may be verified through readily available documentary evidence, or if not available, through a collateral contact. The current identity verification processes are manual and time-intensive challenging staff to process cases within time standard requirements. They may also cause delay in customer access to needed benefits and services with different types of identity “proof” requested.

The DHS Office of Inspector General (OIG) is the criminal justice agency within the department and is charged with maintaining integrity and accountability in the administration of public benefit programs. The OIG conducts investigations when clients are suspected of misrepresenting

their eligibility for public assistance. Front End Eligibility (FEE) investigations target cases where the DHS field staffs have requested an investigation when assistance applications or other submitted documentation appear to contain suspicious or error-prone information. Working toward fraud prevention, OIG FEE agents conducted 18,977 investigations in fiscal year 2012 and identified over $69 million in cost savings. This was a result of 62,132 investigative hours, or $1,120 per FEE investigation hour. Investigations by OIG agents have resulted in over $111.8 million in program savings over the last three-year period. DHS continues to analyze client's applications through IP traffic analysis; however, the analysis can be unreliable because some internet service providers only locate to a main service hub not the actual location of the applicant. OIG is currently investigating an instance where more than 50 potentially fraudulent applications were submitted by a single individual. This situation may have been avoidable if DHS owned an instant authentication tool.

In order to prevent misuse, identity fraud, and to protect our client's safety, DHS began investigating strategies to integrate an authentication tool that could assist in verifying an applicant's identity. In 2013 an evaluation of Michigan's Food Assistance Program (FAP) was completed. Of the over 1.2 million clients reviewed, 1,204 individuals (0.1%) were identified as being deceased, over 60,000 individuals (> 5%) were flagged as providing a name and a social security number (SSN) that did not match, over 2,500 individuals provided a name or SSN that belonged to a different identity or person, and over 70,000 individuals (> 6%) were flagged with an active address outside the State of Michigan. In addition, according to the Consumer Sentinel Network, Michigan ranks ninth in the country for fraud and other types of complaints,[1] and ranks fourth in the nation for identity theft complaints[2].

Online benefit applications have more than doubled in the last year and now almost half of all applications are submitted online. The result has been some workload relief with fewer face-to-face interviews of applicants. However, there is also an increased potential for fraud. DHS hypothesizes that based on recent trends fraud is likely to increase as the number of online applications increase. However, there are very few methods for evaluating the scope of the problem. Typically, an agency is unable to measure the scope or the potential for fraud until prosecution. Local offices are unable to or do not have the skill set to handle fraud cases. In addition, the Michigan Attorney General prescribes certain monetary limits before prosecutor action will be taken. This indirectly forces the department to allow the questioned benefits to accumulate. The proposed pilot project will put into place stronger identity safeguards as an integral component of the eligibility determination process without placing an undue burden on legitimate applicants. The pilot will streamline the process for those participating by removing the burden of submitting large volumes of paper documentation to verify an applicant's identity.

II. Scope of Work

LexisNexis will provide identity proofing capability to the State's eligibility process for Health and Human service program enrollment through BRIDGES/MI Bridges. LexisNexis will provide this capability with the installation of its Instant Verify and Instant Authenticate solutions into the Bridges/MI Bridges application through the utilization of system-to-system calls using .xml technology.

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[1] Consumer Sentinel Network Data Book January-December 2012, page 15

[2] ID.

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DHS intends to implement a pilot project to integrate an identity verification and authentication tool into the MI Bridges online application for benefits. Identity verification is the initial key to eligibility determination for public benefits and is the critical first step for serving and assisting the right person or family in need. Public benefits policy specifies that identity may be verified through readily available documentary evidence, or if not available, through a collateral contact. The current identity verification processes are manual and time-intensive challenging staff to process cases within time standard requirements. They may also cause delay in customer access to needed benefits and services with different types of identity "proof" requested.

III. Tasks/Milestones/Deliverables

MICHIGAN'S IDENTITY VERIFICATION & AUTHENTICATION PILOT PROJECT							
LexisNexis Milestones and Deliverables							
Milestone	Tasks	Associated Activities		Deliverables	Cost	Start Date	End Date
Project Kick-Off	Implementation Planning	LexisNexis supplies department with appropriate integration guides, and supporting documents	Process workflow and development with DHS	State will provide batch input of existing population. The vendor will run that input against configuration and present analysis of results. State will review results		12/27/13	12/27/13

		Onsite Collaborative Meetings	Project requirements review with customer (technical, reporting, timeline, account management)	Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work,		12/27/13	4/16/14
		Implementation/ Execution Plan Agreement Acceptance		as set forth below:		12/27/13	12/27/13
IMPLEMENTATION 12/27/2013-05/27/2013		Obtain data Sample for LN Team to analyze for business rule		State will provide batch input of existing population, the vendor will run that input against configuration and present analysis of results. State will review results		1/13/14	1/13/14
		Analyze and deliver results				1/13/14	1/31/14
		Collaborate with DHS to identify configuration adjustments				1/13/14	1/31/14

		Initial batch population screening	Establish Server to connectivity between DHS and LexisNexis	The vendor to apply the configuration to the staging credentials previously provided. State will confirm connectivity to the workflow		1/13/14	1/13/14
			Receive Current beneficiary population input file from State			1/13/14	1/13/14
			Process Input file against configuration			1/	1/28/14
			Deliver Initial Screening Results to State			1/31/14	1/31/14
	Account Setup/Onboarding	Creation of Customer account Structure		Distribution of Customer user ID's and onboarding packets		3/11/14	3/14/14
		Confirmation of customer accesses & permissions				3/17/14	3/19/14
		Designated customer account administrator and establish customer				3/11/14	3/13/14

	Establish Connectivity between LexisNexis and the Department					3/20/14	3/25/14
	Real Time Services Integration	Set Baseline Configuration/Business Rules for Solution				3/11/14	5/20/14
		Department Integration (coding/programming) of LN Services to MI BRIDGES	State Programming	State will code and test to the vendor products web services interface. The vendor will provide technical guidance and support through this integration and testing period. State will confirm acceptance of the solution at completion of testing		04/02/14	05/20/14
			System Testing			04/02/14	04/22/14
			User Testing			04/23/14	05/09/14
				Other State activities (Federal requirements, marketing, education, etc.)		4/2/14	5/20/14

STATEWIDE PRODUCTION OF REAL TIME SERVICES	System Rollout			The vendor will provide production credentials to State. When State goes live with the solution, State will utilize the production credentials for live transactions. These credentials will hit the established configurations set forth in the staging environment		5/28/14	Ongoing
	Performance Review/Adjustments					5/28/14	6/3/14
	Full Deployment					6/4/14	Ongoing
END OF YEAR 1 BATCH POPULATION SCREENING	Receive current beneficiary population input file from DHS			State will provide batch input of existing population at end of project year 1. The vendor will run that input against configuration and present analysis of results. State will review results		9/1/14	9/30/14
	Process input file against configuration					9/4/14	9/24/14
	Deliver screening results to DHS					9/25/14	9/25/14
POST IMPLEMENTATION SUPPORT	Ongoing technical support					5/28/14	12/17/14
	Ongoing project management support					5/28/14	12/17/14

	Total for Project				$625,000.00		

IV. Acceptance Criteria

A. All milestones and deliverables are met by the contractor and the State has certified that all system requirements have been met and all deliverables have been completed and accepted by the State and the system performs according to State specifications. Detailed acceptance criteria can be found in the table under IV, D. below

The contractor must submit a written documentation with each invoice as to the work performed, progress accomplished, milestone/deliverable met, number of hours worked and the average hourly dollar amount. Invoices must be submitted at least monthly. Report formats and dates will be agreed upon between the DHS Project Manager and the Contractors' Project Manager.

B. Problems

Problems or delays in meeting the agreed upon timelines and a feasible and appropriate resolution to the problem must also be presented to the DHS Project Manager and all affected parties as soon as they become known. Any delays in the project progress must be approved and agreed upon by the DHS Project Manager and any other party they designate. The contractor must submit a written report of the problem, resolution, and change to the project timeline to the DHS Project Manager.

C. Reports

Reports are to be submitted in a format approved by the DHS Project Manager and any other party they designate. Corrections or changes to the reports requested by DHS or other project entities must be made and resubmitted to the DHS Project within 10 business days. The DHS Project Manager will acknowledge the report submission formally in writing.

D. Detailed Acceptance Criteria

The acceptance criteria in the table below define the conditions under which the Project Sponsor and Project Manager agree that they will accept completion of the milestones and deliverables subject to these acceptance criteria.

Milestone	Deliverable	Acceptance Criteria
Implementation	Initial Batch Population Screening	Lexis Nexis will work with DHS project team to establish server connectivity between Lexis Nexis and State of Michigan (SOM). Lexis Nexis will receive current client batch file for screening and analysis to determine bad and questionable identities. Lexis Nexis will present the findings to the SOM Project Team no more than 3 weeks after receiving the batch file. Presentation will include an explanation of the process and measures of reliability for the findings. In addition, Lexis Nexis will provide an assurance that they have purged the batch data within 3 months of the screening process.
Implementation	Implementation Planning Onsite Collaborative Meetings	Lexis Nexis will ensure that appropriate project staff attend all necessary implementation planning meetings and work with SOM project team to develop Implementation/Execution Plan. The Implementation/Execution Plan will include requirements specification that describe what capabilities the application should have and includes: • Business process • Business requirements • Use cases • Functional requirements • Data requirements • Non-functional requirements The SOM Project Team will review the Implementation/Execution Plan and requirements for correctness, completeness, and consistency with respect to SOM business processes and business needs within the scope of the approved pilot project.

Milestone	Deliverable	Acceptance Criteria
		The project manager will present the Implementation/Execution Plan to the National Standards for Standards and Technology (NIST) Project Team to ensure that all requirements are traceable to the scope, goals, and objectives required within the Cooperative Agreement and NIST Guiding Principles.
Implementation	Real Time Services Integration Planning	Real Time Services Integration Planning will begin with defining how the application should function once implemented and will include: • Screen flows • Screen designs • Form and letters design • Report designs • Logical data model • Physical data model • User roles • Privacy Risk Analysis • Security model • Data mapping • Risk analysis and mitigation Lexis Nexis will provide the SOM Project Team with onsite and remote support throughout this process. The SOM Project Team will review and approve if all requirements are fully represented in the design and that the design includes no items that are not part of the established requirements and to ensure that the design is testable.
Implementation Planning	System and User Testing	Lexis Nexis will ensure that the solution was delivered into the test environment with functionality as specified during Real Time Services Integration Planning. System Testing will identify the following:

Milestone	Deliverable	Acceptance Criteria
		• Any degraded system performance • Any system access issues • Issues with system functionality • Any data corruption • Any incorrect display of data User Testing will identify the following: • Defects that prevent a user from correctly completing a task in the system • Issues that promote data errors • Issues that reduce data quality substantially. Lexis Nexis will provide fixes for issues and risks identified during system and/or user testing that are directly related to the vendor identity verification/authentication solution. Lexis Nexis will also work with the SOM technical team to address issues and risks identified during system and user testing within SOM systems/applications. Following implementation of fixes, SOM Acceptance testers will agree that the application can move into pilot rollout. The accepted application has been moved from the test environment to the pilot environment and is functioning properly.
Statewide Production of Real Time Services	Draft User Manual	Lexis Nexis will assist in the development of the intitial draft of The User Manual which will describe in detail the procedures for using all of the functionality provided in the solution in terms understandable to the typical user.
Statewide Production of Real Time Services	Production Credentials	Lexis Nexis will provide production credentials to State. When State goes live with the solution, State will utilize the production credentials for live transactions. These credentials will hit the established configurations set forth in the staging environment
Statewide Production of Real	Pilot Performance	For the duration of the live pilot, Lexis Nexis will assist SOM project tea in identifying, analyzing and mitigating system, user and business application issues.

Milestone	Deliverable	Acceptance Criteria
Time Services	Review and Adjustments	
Statewide Production of Real Time Services	End of year batch population screening	Lexis Nexis will receive current client batch file for screening and analysis to determine bad and questionable identities. Lexis Nexis will present the findings to the SOM Project Team no more than 3 weeks after receiving the batch file. Presentation will include an explanation of the process and measures of reliability for the findings. In addition, Lexis Nexis will provide an assurance that they have purged the batch data within 3 months of the screening process.
Post Implementation Support	Pilot Project Review Document	All pilot project activities have been completed. Lexis Nexis will assist in the completion of a Pilot Project Review Document which will include all project outcomes, costs, and lessons learned.
Post Implementation Support	Transition Plan	Lexis Nexis will assist the SOM project team in creating the Transition Plan which will describe the tasks and activities that need to take place to efficiently and effectively move the application from pilot to production including maintenance and operations to integrate the use of the solution into SOM business processes. The Transition Plan will include deployment schedules, resource estimates, identification of special resources and staffing. The transition plan will also define management controls and reporting procedures, as well as the risks and contingencies. An impact statement outlining the potential impact of the transition to the existing infrastructure, operations, and MI Bridges system users must be included. The Transition Plan will be reviewed by the SOM project team and approved by the SOM Project Manager and DHS Project Sponsor.
Post Implementation Support	User Manual	The User Manual will be updated to include any changes made as a result of performance and system adjustments during pilot.

E. Final Acceptance

All milestones and deliverables are met by the contractor and the State has certified that all system requirements have been met and all deliverables have been completed and accepted by the State and the system performs according to State specifications. The contractor must submit a written documentation with each invoice as to the work performed, progress accomplished, milestone/deliverable met, number of hours worked and the average hourly dollar amount. Invoices must be submitted at least monthly. Report formats and dates will be agreed upon between the DHS Project Manager and the Contractors' Project Manager.

V. Project Control and Reporting Requirements

LexisNexis will provide detailed reporting along with invoices. In addition, the contractor will assist DHS with completing mandatory reports for the federal granting agency. At a minimum, the contractor will assist with the following reports:

Report	Specifications	Due date
Pilot Analysis	Analysis of pilot work and confirmation of compliance with all applicable laws, regulations, policies including Paperwork Reduction Act and laws that pertain to privacy.	Prior to implementation
Detailed pilot project plan	The contractor is to provide only their component (Gantt chart of milestones and deliverables)	12/13/13
Virtual or in-person project design review	Solution design, functional cross-walk to NSTIC principles, elaboration on partnership fund goals, data flows for technical solutions.	1/20/2014
Progress Reports for Monthly Meetings	Address pilot progress based on project plans.	Monthly
Interim Report	Report on pilot progress 10 months after award.	8/1/2014
Final Evaluation	To include process and outcome report and cost benefit analysis.	9/1/2014
Final report	To be submitted to NIST at award completion.	10/01/2014

SCHEDULE B

Payment Schedule

1. FEES

a. Within 30 days of the Effective Date, the State shall pay to Contractor the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) which shall be invoiced as follows:

i. The amount of One Hundred Thousand Dollars ($100,000.00) ("**One-Time Implementation/Execution Plan Acceptance Commitment**"); and

ii. The amount of One Hundred Fifty Thousand Dollars ($150,000.00) ("**2013 Beneficiary Data Discovery Commitment**").

b. Beginning on the Effective Date, and continuing through 09/30/2014, the State shall pay to Contractor a monthly fee of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($41,666.67) ("**Instant Authenticate and Instant Verify Monthly Minimum Commitment**"), which shall be invoiced by Contractor in accordance with the Contract.

2. FEATURES AND TRANSACTIONS

a. Contractor shall provide to the State the following Contractor Non-FCRA Batch Services:

FEATURE
Beneficiary Data Discovery

The 2013 Beneficiary Data Discovery Commitment shall cover the cost of processing 1,500,000 transactions of Beneficiary Data Discovery (the "**Aggregate Beneficiary Data Discovery Contract Limit**"). Contractor and the State agree that Contractor will process no more than the Aggregate Beneficiary Data Discovery Contract Limit. During the Term, Contractor will, upon the State's request, process one batch file refresh, which shall consist of no more than 1,500,000 prior-processed input records via the Contractor Services.

b. Contractor shall provide to the State the following LN XML Services:

FEATURES
Instant Authenticate and Instant Verify (per transaction)

The Instant Authenticate and Instant Verify Monthly Minimum Commitment shall cover the cost of 400,000 transactions over the Term of the Change Notice ("**Aggregate Instant Authenticate and Instant Verify Contract Limit**"). Contractor and the State agree that Contractor will process no more than the Aggregate Instant Authenticate and Instant Verify Contract Limit.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
LexisNexis 9446 Springboro Pike Miamisburg, OH 45342	Barbara Collins	barbara.collins@lexisnexis.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	515-333-2560 800-253-8191 x - 3913	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	See Section 2.401	Various		
BUYER	DTMB	Brandon Samuel	517-241-1218	samuelb@michigan.com

CONTRACT SUMMARY:

DESCRIPTION: **Legal Research/Personal Information**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2010	August 31, 2015	2, 1 Year Options	August 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		August 31, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$0.00	$1,727,181.27

Effective immediately, the vendor contact has been changed to:

Barbara Collins
515-333-2560
Barbara.collins@lexisnexis.com

All other terms, conditions, specifications, and pricing remain the same.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 16, 2011
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE No.1
OF
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **LexisNexis** **9446 Springboro Pike** **Miamisburg, OH 45342** **Email: wendy.gramza@lexisnexis.com**	TELEPHONE: Wendy Gramza **(800) 227-9597 x57831** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1218 **Brandon Samuel**
Contract Compliance Inspector: **Legal Research/Personal Information**	
CONTRACT PERIOD: From: **September 1, 2010** To: **August 31, 2015**	
TERMS **Net 30**	SHIPMENT **NA**
F.O.B. **NA**	SHIPPED FROM **NA**
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS HEREBY EXTENED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effectively immediately, this contract is updated to allow State agencies to receive access to the optional Lexis Advance interface. It is no additional charge for agencies who subscribe to the legal research access under this contract.

The Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN.

Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). To the extent permissible under applicable law, you agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

Please also note that the buyer for this contract has been CHANGED to Brandon Samuel. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and the approval of DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE: $1,727,181.27

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 25, 2010

NOTICE
OF
CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **LexisNexis** **9446 Springboro Pike** **Miamisburg, OH 45342** **Email: wendy.gramza@lexisnexis.com**	TELEPHONE: Wendy Gramza **(800) 227-9597 x57831** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-6481 **Adam Koenigsknecht**
Contract Compliance Inspector: **Legal Research/Personal Information**	
CONTRACT PERIOD: From: **September 1, 2010**	To: **August 31, 2015**
TERMS **Net 30**	SHIPMENT **NA**
F.O.B. **NA**	SHIPPED FROM **NA**
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS HEREBY EXTENED TO ALL LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I0200095, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. This contract is part of a split award with contracts 071B0200322, 071B0200323, 071B0200324 and 071B0200325.

Estimated Contract Value: $1,727,181.27

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B0200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **LexisNexis** **9446 Springboro Pike** **Miamisburg, OH 45342** **Email: wendy.gramza@lexisnexis.com**	TELEPHONE: Wendy Gramza **(800) 227-9597 x57831** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-6481 **Adam Koenigsknecht**
Contract Compliance Inspector: **Legal Research/Personal Information**	
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FOR THE VENDOR:	**FOR THE STATE:**
LexisNexis Firm Name	Signature
Authorized Agent Signature	**Kevin Dunn, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Services Division** Division
Date	Date

Table of Contents

DEFINITIONS *30*

Article 1 – Statement of Work (SOW) *32*

1.010 Project Identification 32
1.020 Scope of Work and Deliverables 32
1.030 Roles and Responsibilities 37
1.040 Project Plan – Deleted/Not Applicable 38
1.050 Acceptance – Deleted/Not Applicable 38
1.060 Proposal Pricing 38
1.070 Additional Requirements 39

Article 2 – General Terms and Conditions *40*

2.0 Introduction **40**
2.001 GENERAL PURPOSE 40
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR 40
2.003 NOTICE 40
2.004 CONTRACT TERM 41
2.005 GOVERNING LAW 41
2.006 APPLICABLE STATUTES 41
2.007 RELATIONSHIP OF THE PARTIES 42
2.008 HEADINGS 42
2.009 MERGER 42
2.010 SEVERABILITY 42
2.011 SURVIVORSHIP 42
2.012 NO WAIVER OF DEFAULT 42
2.013 PURCHASE ORDERS 42

2.1 Vendor / Contractor Obligations **42**
2.101 ACCOUNTING RECORDS 42
2.102 NOTIFICATION OF OWNERSHIP 43
2.103 SOFTWARE COMPLIANCE-RESERVED 43
2.104 RESERVED 43
2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED 43
2.106 PREVAILING WAGE-RESERVED 43
2.107 PAYROLL AND BASIC RECORDS-RESERVED 43
2.108 COMPETITION IN SUB-CONTRACTING 43
2.109 CALL CENTER DISCLOSURE – RESERVED 43

2.2 Contract Performance **43**
2.201 TIME IS OF THE ESSENCE – RESERVED 43
2.202 CONTRACT PAYMENT SCHEDULE 43
2.203 POSSIBLE PROGRESS PAYMENTS – RESERVED 44
2.204 ADMINISTRATIVE FEE – RESERVED 44
2.205 ELECTRONIC PAYMENT AVAILABILITY 44
2.206 Mi-DEAL PROGRAM 44

2.3 Contract Rights and Obligations **44**
2.301 INCURRING COSTS 44
2.302 CONTRACTOR RESPONSIBILITIES 44
2.303 ASSIGNMENT AND DELEGATION 44
2.304 TAXES 45
2.305 INDEMNIFICATION 45
2.306 LIMITATION OF LIABILITY 47
2.307 CONTRACT DISTRIBUTION 48
2.308 FORM, FUNCTION, AND UTILITY-RESERVED 48
2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION 48
2.310 LIABILITY INSURANCE 48
2.311 WORKPLACE SAFETY 50
2.312 WORKPLACE DISCRIMINATION 50
2.313 RESERVED 51
2.314 WEBSITE INCORPORATION 51

2.4 Contract Review and Evaluation **51**
2.401 CONTRACT COMPLIANCE INSPECTOR 51
2.402 PERFORMANCE REVIEWS 52
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS 53

2.5 Quality and Warranties 53
2.501 PROHIBITED PRODUCTS - RESERVED 53
2.502 QUALITY ASSURANCE - RESERVED 53
2.503 INSPECTION 53
2.504 GENERAL WARRANTIES (goods) – RESERVED 53
2.505 CONTRACTOR WARRANTIES – RESERVED 53
2.506 STAFF-RESERVED 53
2.507 RESERVED 53
2.508 EQUIPMENT WARRANTY-RESERVED 53
2.509 RESERVED 53

2.6 Breach of Contract 53
2.601 BREACH DEFINED 53
2.602 NOTICE AND THE RIGHT TO CURE 53
2.603 EXCUSABLE FAILURE 54

2.7 Remedies 54
2.701 CANCELLATION 54
2.702 RIGHTS UPON CANCELLATION 56
2.703 LIQUIDATED DAMAGES-RESERVED 56
2.704 STOP WORK-RESERVED 56
2.705 SUSPENSION OF WORK-RESERVED 56

2.8 Changes, Modifications, and Amendments 56
2.801 APPROVALS 56
2.802 TIME EXTENTIONS 56
2.803 MODIFICATION 56
2.804 AUDIT AND RECORDS UPON MODIFICATION 57
2.805 CHANGES 57

Attachment A – Pricing
Attachment B – LexisNexis Exhibit A - Non-FCRA Application & Agreement Government Agencies
Attachment C – LexisNexis Exhibit B - FCRA Application & Agreement Government Agencies
Attachment D – LexisNexis Exhibit C - Screening Solutions Inc. Application & Agreement
Attachment E – LexisNexis Exhibit D - Tenant Screening Application & Agreement
Attachment F – LexisNexis Exhibit E - Subscription Agreement and Order Form
Attachment G – LexisNexis Subscription Plan Amendment for State/Local Government
Attachment H - MI DELEG Print Products
Attachment I – MI State Law Library Print Products
Attachment J – Print Agreement and Order Form

DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of this Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following this Contractor's provision of any work under this Contract.

Bidder(s) are those companies that submit a proposal in response to the RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – Not/Applicable means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology, Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

New Work means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide this Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Subcontractor means a company selected by this Contractor to perform a portion of the Services, but does not include independent Contractors engaged by this Contractor solely in a staff augmentation role.

Unauthorized Removal means this Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by this Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project
This is a Contract for access to legal research and personal information databases and legal print products.

Access to databases and legal print products may also need to be available, via this Contract (section 2.206) for the following governmental entities:

- State of Michigan, Legislative Branch
- State of Michigan, Judicial Branch:
  - District Courts
  - Circuit Courts, including the Court of Claims
  - Court of Appeals
  - Supreme Court
- State Courts Administrative Office (SCOA)

1.012 Background – Deleted/Not Applicable

1.020 Scope of Work and Deliverables

1.021 In Scope
Provide electronic access and use of various, continuously updated and current, legal databases and personal information, including libraries and related services for online reference and research.

Provide print products for various State agencies and departments, including usage of print products on an individual product basis.

1.022 Work and Deliverable
Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. General Online System Requirements (Required for all online services)

Contractor shall meet the following requirements for all online services in this Contract:

1. Subscription services shall be available via the internet and shall be compatible and operate at a minimum, with Microsoft Office 97 components and higher, and the PC component shall be capable of processing at a minimum, on Windows NT, 95, 98, 2000, XP, and higher. Services shall also be compatible and operate with Microsoft Internet Explorer version 6.0 and higher.

2. The Contractor shall maintain a record system that documents the total number of units of service as defined in this Contract and delivered during each State fiscal term (October 1 through September 30) of the Contract. This annual usage report shall document the specific units billed to each agency/department and local unit, and be provided to the Contract Administrator by October 31 of each year.

4. Requirements for Online Basic Legal and Specialty Legal Research Databases Only (1.022-B, C, F, H, I, J and K)

   a. Training shall include:
      - Internet-based legal research database training and materials necessary to operate the Internet-based service
      - Online and toll-free telephone help, including customer and technical support as well as reference attorneys to assist users in their internet-based instruction manual use

- In-service training to State agency/department users on products, installation, and product safety issues, as needed, and at the request of the agency/departmental contact, during the period covered by the Contract
- Training (at no additional cost) when systems are modified
- Online and toll-free telephone help, including customer and technical support
- Online tutorial

b. Access to online databases shall include unlimited:
- Searches
- Online printing
- Offline printing
- Electronic-mailing (e-mail)
- Facsimile printing (faxing)
- Downloading of information

B. Access to Lexis.com Online Basic Legal Research

1. Databases

a. Lexis.com databases shall contain legal data from the United States Federal Government, all 50 States, District of Columbia and US territories and include access to the following types of data:
- Statutes - Statutes shall contain:
  - Indication of pending legislation
  - Historical versions of the statutes
  - Notes of court cases construing the statutes
- Court Opinions
- Court Cases
- Case Law (including United States Supreme Court, U.S. circuit Courts of Appeal, U.S. District Courts, and Tax Courts, etc.)
- Attorney General Opinions
- Tax Courts
- Rules/Regulations
- Treatises
- Administrative Rules
- Official Policy Bulletins
- Law Reviews
- Legal Texts
- Periodicals
- Articles and Research (e.g. American Law Reports)
- American Jurisprudence 2d
- Encyclopedias
- Legal Education/Practice Materials

b. Access to Articles and Research, American Jurisprudence 2d and Encyclopedias requires an agency to employ eleven (11) or more attorneys.

2. Access to Lexis.com databases shall include the following types of services:

a. Access for an unlimited period of time

b. Links to any document by citation, including:
- Auto-citation: e.g. citation service tool that helps users determine whether a case is law by tracing the history of a case, statute, or federal administrative decision, etc.; the citation service

shall also link to all references cited, which shall include cases, statutes, administrative materials, other secondary sources, etc.)

- Citation Notification Service: e.g., a tool that helps a user stay current on research by monitoring the status of: cases; statutes; Code of Federal Regulations; federal agency decisions; etc.; and, once the user has set up the citation that he/she wants to track, then the citation-notification service will automatically send notices via electronic-mail when the information changes

c. Ability to search by a variety of methods, including terms and connectors (e.g., Boolean, etc.), key word, natural language, etc., ability to modify a search and have a search within results feature, and ability to search several databases with one (1) search phrase; this ability shall include (but is not limited to):
   - Indexes with search features
   - Popular name search tables
   - Table of contents search features
   - Fill-in-the-blank citation formats
   - Ability to search case law by title when the user knows one (1) or more of the parties' names
   - Ability to organize case laws by topic number to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction
   - Ability to archive searches for no less than two (2) weeks (14-calendar days), so that the user can return to a prior research session; the trail shall show the search terms, the database(s) searched, and the documents viewed

d. Patron access for two (2) terminals at the Library of Michigan (for Legal Research only).

C. Access to Smartlynx, Accurint for Government and Courtlink for Online Public Record/Personal Information

The Contractor shall provide access to public records and personal information which shall include, but is not limited to, any and all public records regarding individuals, including:

- Individual Addresses – current and past
- Asset Check
- Bankruptcy Filings / Information
- Business Loans
- Corporate Affiliations
- Lines of Credit
- Debt Recovery
- Mortgages
- Pending lawsuits of claims filed by the potential defendant: including personal injury claims and workers' compensation claims
- Person Locator
- Personal Property Assets
- Private Data Resources / Social History: including possible relatives and associates
- Professional Licenses
- Real Property Ownership (e.g., liens, etc.)
- Telecommunication Resources: cell telephone numbers and land telephone numbers (private and unlisted)
- Uniform Commercial Code (UCC) filings
- Vehicle Identification Number Searches (nationwide)
- Vehicle Registrations: including all motorized vehicles (e.g., automobiles, motorcycles, water-craft, and air-craft, etc.)
- Voter Registration information
- Driver License Information
- Court Judgments

D. Access to Accurint for Government for Skip Tracing/People Locator Service

The Contractor shall provide skip tracing/people locator services. This service shall include the ability to search for information using specific data/search fields and shall provide information for the individual or business.

1. The data fields which will be used by the State to search may include, but are not limited to:
   a. Social Security Number
   b. First Name
   c. Middle Name
   d. Last Name
   e. Business Name
   f. Spouse's Full Name
   g. Address (current and past)
   h. Demographic History (e.g., last two [2] to three [3] addresses)
   i. Telephone Numbers (landline and cellular)
   j. Date of Birth
   k. Age Range
   l. Place of Employment (including dates of hire and termination/separation dates with salary information)

2. The data fields provided in response to the search may include, but are not limited to:
   a. Social Security Number
   b. First Name
   c. Middle Name
   d. Last Name (current and all past, including effective dates)
   e. Professional Titles (e.g., Dr., DDS, PLLC)
   f. Business Name
   g. Spouse's Full Name (including effective dates)
   h. Address (current and all past, including effective dates)
   i. E-mail Address (current and at least one [1] past including effective dates)
   j. Demographic History (e.g., last two [2] to three [3] addresses)
   k. Telephone Numbers (current and all past landline and cellular including effective dates)
   l. Date of Birth
   m. Age
   n. Gender
   o. Place of Employment (including dates of hire and termination/separation dates with salary information)

E. Access to Accurint for Government Credit Report and Credit Score Information from Equifax

The Contractor shall provide credit reports and credit score information. Credit reports and scores shall be provided from Equifax. Information required by the State includes, but is not limited to:

- Open Accounts
- Closed Accounts
- Past-due Accounts
- Credit Limits
- Tax Liens

F. Access to Regulatory & Legislative Impact (Potomac), News Clipping Service, LRP Public Employee Reporters, Legislative History and 50 State Surveys for Specialty Online Legal Research Databases

1. The following specialty online legal research databases shall include the following types of data:
   - 50 State Survey Library
   - Corpus Juris Secundum Library

- LRP Public Employee Reporter Library
- Michigan Legislative History Library
- Regulations Plus Library
- News clipping service

Access requirement per section 1.022-B.2(a-d) apply to this section (section 1.022-F).

G. Print Products

1. The Contractor shall provide print products for the Department of Energy, Labor and Economic Growth (DELEG). Print product services shall include all updates, recompilations and new materials of the subscriptions identified in Attachment C.

2. The Contractor shall provide print products for the Department of Education (MDE) – State Law Library. Print product services shall include all updates, recompilations and new materials of the subscriptions identified in Attachment D.

H. Access to Accurint for Government for Online Personal Background Information

The Contractor shall provide access to personal background information that may include the following data:

- LEINS and Judgments
- Bankruptcy Fillings
- UCC Filings
- Vehicle and boat ownership
- Associates
- Companies with which the subject is associated in management positions
- Property ownership
- Education background

I. Access to Accurint Law Enforcement and Investigative Portal for Online Law Enforcement Search Information

The Contractor shall provide access to personal information for all 50 states, for law enforcement purposes, that may include the following information:

- Property owned
- Driver License
- Hunting License
- Social Security Number
- Birth Date
- Current Address
- Liens
- Vehicles owned
- Criminal or Civil Court Cases (All 50 States including counties and local courts)
- Sex offender registry searches
- Criminal files (address history and alternate names associated with an Social Security Number (SSN)
- Criminal background checks, including fraud convictions

J. Access to License/Credential Verification, Lexis.com Financial Analysis Content and Dossier Complete for Business Related Research

1. License Searches – The Contractor shall provide access to data from licensing entities (Food and Drug Administration, Federal Deposit Insurance Corporation, etc.) that may include the following information:
   - Verification company/individual has a valid license
   - Verification of license status
   - Complaints, enforcement action against license

2. Financial Analysis – The Contractor shall provide research tools and analysis for business fraud/risk that may include the following information:
   - Business financial data
   - Industry averages
   - Tax status/activities
   - Company tax research tools

K. Access to LexisNexis for Public Utility Databases

The Contractor shall provide access to public utility information (Federal and all 50 states) that may include the following information:
- Utility agency decisions
- Public utility commission decisions
- Court decisions related to public utilities

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

A. The project manager, designated as Key Personnel, to serve as central point of contact for this Contract is:

Wendy Gramza
wendy.gramza@lexisnexis.com
(800) 227-9597 x57831

B. The Contractor shall provide toll-free telephone helpdesk staff, available 24 hours per day, seven (7) days per week, 365 days per year, who are empowered to solve any issues regarding or related to:
   - Internet access
   - Training
   - Operation assistance
   - Database content
   - Billing inquiries

   Basic Legal:
   Customer/Technical Support: 800-543-6862

   Accurint for Government:
   Customer/Technical Support: 866-277-8407 – available Monday through Friday, 8 AM to 8:30 PM EST

C. The Contractor shall provide the following ordering capabilities:

1. Receive requests for user additions/deletions by electronic mail (e-mail), by telephone, facsimile, and in writing from a designated agency/department contact(s).
   - Requests for user additions/deletions from staff other than an agency/department Contract Compliance Inspector (CCI) shall not be processed. A list of agency/department CCIs is located in Section 2.401.

2. All requests for user additions/deletions for electronic services shall be fulfilled within one (1) business day after the Contractor's receipt of order.

3. All orders/deletions for printed/hard-copy materials shall be fulfilled/delivered within five (5) business days after the Contractor's receipt of order (section 1.022-G only).

1.040 Project Plan – Deleted/Not Applicable

1.041 Project Plan Management – Deleted/Not Applicable

1.042 Reports – Deleted/Not Applicable

1.050 Acceptance – Deleted/Not Applicable

1.051 Criteria – Deleted/Not Applicable

1.052 Final Acceptance – Deleted/Not Applicable

1.060 Proposal Pricing

1.061 Pricing
See Attachment A for Pricing

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/DTMB** for current rates.

1.062 Price Term

A. For Sections 1.022-A, B, C, D, E, F, H, I, J and K Only:
- Prices quoted are the maximum for a period of three (3) years from the date the Contract becomes effective.

- Prices are subject to change at the end of the first three-year period. Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Requests for price changes must be RECEIVED IN WRITING AT LEAST 60 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

- Prices agreed to after the first three-year period must be valid through the remainder of the initial contract term.

- The Contractor must not bill separately for access and usage allowed to databases not included in the Contract.

B. For Section 1.022-G, see Attachments C and D for Pricing

1.063 Tax Excluded from Price

1.064 Holdback – Deleted/Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions

A. Invoicing
   1. The Contractor shall bill each agency/department directly for the subscription services, on a monthly basis. Invoices shall include at a minimum:
      a. State agency/department name
      b. State agency/department contact person
      c. Description of service(s) used
      d. Quantity of service(s) used
      e. Cost per unit of service(s)

   2. (Online Basic Legal and Specialty Legal Research Only) Agency/departmental invoices shall include, in addition to the specific units of service billed, the following information, or other information may be requested by the specific agency or department:
      a. Summary of use, by State agency/department and user name (in Alphabetical Order):
         - Department and User Name
         - Connect time
         - Library(ies) accessed
         - Number of searches
         - Single document retrieval
         - Document printing
         - Combined search components
         - Public record requests / reports
         - Automatic displays
         - Table of Contents search / request(s)
         - Table of Authority search / request(s)
         - Combined search authority(ies)

      b. Summary of Use, by Library Used:
         - Department and User Name
         - Connect time
         - Library(ies) accessed
         - Number of searches
         - Single document retrieval
         - Document printing
         - Combined search components
         - Public record requests / reports
         - Automatic displays
         - Table of Contents search / request(s)
         - Table of Authority search / request(s)
         - Combined search authority(ies)

Agency/department CCIs may request usage reports including, but not limited to the above information

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Technology, Management and Budget, hereinafter known as Purchasing Operations. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract Administrator

All communications covering this procurement must be addressed to Contract Administrator indicated below:

Department of Technology, Management and Budget
Purchasing Operations
ATTN: Adam Koenigsknecht
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) *335-6481*
koenigsknechta1@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

LexisNexis, a division of Reed Elsevier Inc.
Attn: Chief Legal Officer
125 Park Avenue, 23rd Floor
New York, NY 10017
Phone: (212) 309- 8144
Fax: (212) 309- 5401

With a copy to:

LexisNexis, a division of Reed Elsevier Inc.
Attn: Customer Legal Services
9443 Springboro Pike
Miamisburg, OH 45342
Phone: (937) 865-6800
Fax: (937) 865-1211

2.004 CONTRACT TERM

The term of this Contract will be for approximately five (5) years, and will commence with the issuance of a Contract. This Contract term is from September 1, 2010 through August 31, 2015.

Option(s): The State reserves the right to exercise two (2), two-year options to renew this agreement, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time, are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, the Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor / Contractor Obligations

2.101 ACCOUNTING RECORDS

Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

A. Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.

2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

B. Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and its costs;

2. Provide Purchasing Operations or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE-RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE – RESERVED

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE – RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Technology, Management and Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this Contract. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

Unless otherwise agreed in writing, correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., "Payments to Private Enterprises", 45-days after receipt.

2.203 POSSIBLE PROGRESS PAYMENTS – RESERVED

2.204 ADMINISTRATIVE FEE – RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State contractors. This Conractor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 Mi-DEAL PROGRAM

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the Mi-DEAL Program has been developed. This program extends the use of State contracts to program members. The State agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, Department of Technology, Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

It is the responsibility of the Contractor to ensure the non-State agency is an authorized MiDEAL member prior to extending the State Contract price.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported

assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

A. General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

B. Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

C. Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

D. Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

E. Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

1. After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

2. If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the

Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

3. If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

F. Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

A. Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

B. The Contractor's liability for damages to the State is limited to two times the value of the Contract. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY-RESERVED

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State; except for acts due to the State's sole or gross negligence

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

A. Online Legal Research Services and Print Products (Sections 1.022-B, F, G and L)

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ **1**. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 2. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☑ **3**. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of one hundred thousand dollars ($100,000.00).

B. Online Personal Information and Personal Search Services (Sections 1.022-C, D, E, H, I, J and K)

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:
$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 3. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☑ 4. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million

dollars ($1,000,000.00) with a maximum deductible of one hundred thousand dollars ($100,000.00).

☑ 5. Umbrella or Excess Liability Insurance in a minimum amount of five million dollars ($5,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☑ 6. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: two million dollars ($2,000,000.00) each occurrence and two million dollars ($2,000,000.00) annual aggregate.

Coverage must include wrongful entry or eviction; false arrest, detention or imprisonment; malicious prosecution; libel, slander, or other defamatory or disparaging material, publication or utterance in violation of an individual's right to privacy.

Additionally the policy must include Security/Privacy Liability to include failure to prevent a party from unauthorized access to, unauthorized use of, denial of service attack to, or introduction of malicious code into data or systems. (Including failure to handle, manage, store, destroy or control personally identifiable information or corporate confidential information.) As well as the cost of notification and credit monitoring to impacted individuals of privacy breach

2.311 WORKPLACE SAFETY

A. In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

B. In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

2.312 WORKPLACE DISCRIMINATION

Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Contractor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and

Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract agreement(s), the person(s) named below for each individual State agency or department will be allowed to oversee the Contract performance on a day-to-day basis for that specific agency or department, during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s); that authority is retained by Purchasing Operations**. The Contract Administrator for this project is the assigned DTMB Buyer.

The following list includes, but is not limited to, the assigned individual Agency and Departmental CCIs:

Attorney General:
Valerie Schmidt
517-373-8284
schmidtv@michigan.gov

Department of Civil Rights:
Rebecca Powell
313-456-3832
powelln@michign.gov

Civil Service Commission:
Kim Davis
517-241-8115
Davisk5@michigan.gov

Department of Community Health:
Shirley Martin.
MartinS@michigan.gov
517-241-2305

Department of Corrections:
Christine Navarro
navarroc@michigan.gov
517-373-0450

Department of Education and State Law Library:
Kim Laird
517-373-8936
lairdk1@michigan.gov

Department of Energy, Labor, and Economic Growth:
Karin Eirosius
eirosiusk@michigan.gov
517.335.1967

Gaming Control Board:
Marina Kotsifis
Kotsifma@michigan.gov
517-241-0347

Department of Human Services:
Luttrell D. Levingston
levingston1@michigan.gov
517-373-2082

Department of Natural Resources and Environment:
Dorene Sandoval
SandovalD@michigan.gov
517-373-0295

Secretary of State:
Jennette Sawyer
sawyerj@michigan.gov
517-241-8322

Department of State Police:
Victoria Olivarez
Olivarev@michigan.gov
517-241-1064

Department of Technology, Management and Budget:
Kay Baker
bakerk@michigan.gov
517-373-8806

Department of Treasury:
Nicole Westphal
westphaln1@michigan.gov
517-335-7137

2.402 PERFORMANCE REVIEWS

Purchasing Operations, in conjunction with any Executive State of Michigan Department, Agency, etc., may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-

condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS - RESERVED

2.502 QUALITY ASSURANCE - RESERVED

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods) – RESERVED

2.505 CONTRACTOR WARRANTIES – RESERVED

2.506 STAFF-RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY-RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor.

   The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor,

cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

C. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

D. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

E. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance: If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise, the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES-RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK-RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule. (Also see § 2.004, *Contract Term*.)

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: Records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;

2. The discussions conducted on the proposal, including those related to negotiation;

3. Pricing of the modification; or

4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement.

2.805 CHANGES

A. The State's Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
   1. In the specifications (including drawings and designs);

   2. In the method or manner of performance of the work;

   3. In the State-furnished facilities, equipment, materials, services, or site; or

   4. Directing acceleration in the performance of the work.

B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
   1. The date, circumstances, and source of the order; and,

   2. That the Contractor regards the order as a change order.

C. Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

Attachment A - Pricing

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Proposal – State of Michigan, Department of Technology, Management and Budget

Request for Proposal No. 071I0200095 "Legal Research/Personal Information Access and Legal Print Products"

Attachment B – Price Proposal – Online Services (Unit Pricing)

Section	Service	Unit of Measure	Estimated Volume	Cost per Unit (per user per month, unless otherwise noted)	Total Cost (per month for all estimated use)
1.022-B	Basic Legal Research	Per User/Month	738	$39	$28,782
1.022-C	Public Record/Personal Information	Per User/Month	148	**SmartLinx** = $10 for agencies that also purchase Basic Legal Research; $20 for agencies that do not purchase Basic Legal Research	$1,480 for agencies that also purchase Basic Legal Research; $2,960 for agencies that do not purchase Basic Legal Research
				Accurint for Government = $125 – Includes all "Standard Features" (see attached Price Schedule) – See also a separate Price Schedule for transactional/price-per-search fees	$18,500
				CourtLink = $60 for docket tracking excluded; $95 for docket tracking included	$8,880 for docket tracking excluded; $14,060 For docket tracking included
1.022-D	Skip Tracing/People Locator	Per User/Month or Per Search	99 Users, 21,163 searches/ month	**Accurint for Government** = $125 – Includes all "Standard Features" (see attached Price Schedule) – See also a separate Price Schedule for transactional/price-per-search fees	$12,375
1.022-E	Credit Report/Credit Score	Per User/Month or Per Report	36 Users, 207 reports/month	$2.50 per report, per month	$517.50 per month for all estimated reports
				$2.50 per report. Requires a transactional or flat-rate subscription to Accurint for Government. Transactional subscriptions require a $50 monthly minimum commitment per agency. Fees for flat-rate subscriptions to Accurint for Government are listed in this Price Proposal.	

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-1-

Section	Service	Unit of Measure	Estimated Volume	Cost per Unit (per user per month, unless otherwise noted)	Total Cost (per month for all estimated use)
1.022-F	Specialty Online Legal Research	Per User/Month	300	Prices for all Specialty Online Legal Research services below apply only to agencies that also purchase the Basic Legal Research package.	
				Regulatory & Legislative Impact (Potomac) = $10	$3,000
				News Clipping Service = $15	$4,500
				ALR & Amjur This content will be included in the Basic Legal Research package at no additional charge ($0) for agencies with 11 or more attorneys (inclusive of judges). $20 per search per title for agencies with less than 11 attorneys.	
				LRP Public Employee Reporters = $0 This content will be included in the Basic Legal Research package at no additional charge ($0).	$0
				Legislative history = $0 This content will be included in the Basic Legal Research package at no additional charge ($0).	$0
				50 State Surveys = $49	$14,700
1.022-H	Personal Background Info.	Per User/Month	23	**Accurint for Government** = $125 – Includes all "Standard Features" (see attached Price Schedule) – See also a separate Price Schedule for transactional/price-per-search fees	$2,875

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Section	Service	Unit of Measure	Estimated Volume	Cost per Unit (per user per month, unless otherwise noted)	Total Cost (per month for all estimated use)
1.022-I	Law Enforcement Search	Per User/Month	7	**Accurint for Law Enforcement** = $125 – Includes all "Standard Features" (see attached Price Schedule) – See also a separate Price Schedule for transactional/price-per-search fees	$875
				Investigative Portal = $160 – Price to add healthcare/medical content to the Investigative portal = $40	Investigative Portal = $1,120 – Healthcare/medical add on = $280
1.022-J	Business Related Research	Per User/Month	6	**License/Credential Verification** $10.67 per search. Additional fees may apply (generally $0.60 per search).	
				***Lexis.com* Financial Analysis Content** $20 for an agency that also purchases the Basic Legal Research package	$120 for an agency that also purchases the Basic Legal Research package
				Dossier Complete $30 for an agency that also purchases the Basic Legal Research package. $60 for an agency that does not purchase the Basic Legal Research Package	$180 for an agency that also purchases the Basic Legal Research package. $360 for an agency that does not purchase the Basic Legal Research Package
1.022-K	Public Utility Databases	Per User/Month	20	**Public Utility Commission decisions on *lexis.com*** Included in the Basic Legal Research package at no additional charge.	

Quick Payment Terms Discount N/A %

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Accurint for Gov and Accurint LE Pricing – Additional Information

The following features are only available on a transactional basis, and not included as part of the Per User Subscription on the Accurint Products. These searches will be billed at the rates listed in the applicable Price Schedule.

- Satellite Images
- MVR's
- Property Deed Images
- Bankruptcy Dockets
- DE Corporation Search and Report
- D&B Search
- Onsite Civil and Criminal Court Search
- XML
- Smart Jury
- Batch Wizard

Under Accurint's per-user structure, agencies would be billed a flat-rate monthly fee for "standard features" in each Price Schedule, attached to this section. Those sheets also list per-search prices that agencies will incur for special features that are not included automatically in flat-rate plans. The following table includes monthly flat-rate pricing for certain premium features that an agency may wish to include in its Accurint plan. An agency that includes these features in a monthly flat-rate plan would not incur per-search charges for those features.

Accurint Subscription Optional Add-on's

Feature	Monthly per user fee
News	$35.00
Phones Plus	$25.00
Real Time MVR – number of searches per user per month:	
20	$30.00
50	$68.00
100	$128.00
150	$180.00
200	$225.00
Real Time Phone Search	$25.00
Healthcare/Medical Bundle (available in Accurint for Government only)	$40.00
American Board of Medical Specialties	
Provider Search	
Provider Report	
Provider Sanction Search	
Provider Sanction Report	
Comprehensive Healthcare Provider Report	
Comprehensive Healthcare Business Report	

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Proposal – State of Michigan, Department of Technology, Management and Budget

Request for Proposal No. 071I0200095 "Legal Research/Personal Information Access and Legal Print Products"

Accurint for Government Price Schedule, Flat-Rate Subscription (5 pages)

(Pricing is per hit unless otherwise indicated)

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	Standard Feature
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	$5.00
BANKRUPTCY SEARCH (Charged per search)	Standard Feature
Bankruptcy Report	Standard Feature
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
BASIC LOOKUP SEARCH (Directory Assistance)	Standard Feature
BUSINESS CREDIT SEARCH	Standard Feature
Business Credit Report	Standard Feature
BUSINESS INSTANTID SEARCH (Charged per search)	Standard Feature
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	Standard Feature
BUSINESS SEARCH	Standard Feature
BUSINESSES IN THE NEWS SEARCH	$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	Standard Feature
CONCEALED WEAPONS PERMIT SEARCH	Standard Feature
CORPORATION FILINGS SEARCH (Report included except in Delaware)	Standard Feature
COURT SEARCH WIZARD (On Site) (Orders are non-refundable):	
COUNTY-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$25.00
Criminal - 10 Year	$30.00
Civil Lower & Upper Court - 7 Year	$35.00
Civil Lower & Upper Court - 10 Year	$40.00
FEDERAL-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$16.00
Criminal - 10 Year	$25.00
Civil - 7 Year	$16.00
Civil - 10 Year	$25.00
STATE CRIMINAL HISTORY DATABASES (Additional court fees may apply) (Not discounted)	$24.00
CRIMINAL RECORDS SEARCH (Charged per search)	Standard Feature
Criminal Records Report	Standard Feature
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	Standard Feature
DEATH RECORDS SEARCH (Charged per search)	Standard Feature
Death Records Report (Charged per search)	Standard Feature
DELAWARE CORPORATION SEARCH	$1.00
Delaware Corporation Report	$11.00
DRIVER LICENSES SEARCH	Standard Feature
DUN & BRADSTREET (D&B) SEARCH	$0.25
Dun & Bradstreet (D&B) Report	Standard Feature
FAA AIRCRAFT SEARCH (Report Included)	Standard Feature
FAA PILOT SEARCH (Report Included)	Standard Feature
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	Standard Feature
FLORIDA ACCIDENTS SEARCH (Report Included)	Standard Feature
FORECLOSURES SEARCH (Report Included)	Standard Feature
HUNTING/FISHING LICENSE SEARCH	Standard Feature
INSTANTID CONSUMER SEARCH (Charged per search)	Standard Feature
INSTANTID CONSUMER & FRAUDDEFENDER SEARCH (Charged per search)	Standard Feature

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Proposal – State of Michigan, Department of Technology, Management and Budget

Request for Proposal No. 071I0200095 "Legal Research/Personal Information Access and Legal Print Products"

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
INTERNET DOMAIN NAME SEARCH	Standard Feature
LIENS & JUDGMENTS SEARCH (Charged per search)	Standard Feature
Liens & Judgments Report	Standard Feature
MARRIAGES/DIVORCES SEARCH	Standard Feature
MOTOR VEHICLES SEARCH	Standard Feature
Motor Vehicles Report	Standard Feature
MVR REPORTS (DRIVING RECORDS) (Charged per search)	
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
Maryland	$14.00
Minnesota 5-year	$7.50
Mississippi 3-year	$16.00
Missouri 3-year	$6.25
Nebraska 5-year	$8.00
North Carolina 3-year/7-year	$10.00
Ohio 3-year	$7.00
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	$13.00
West Virginia 7-year	$10.00
NATIONAL UCC FILINGS SEARCH (Report Included)	Standard Feature
OFFICIAL RECORDS SEARCH (Report Included)	Standard Feature
PATRIOT ACT SEARCH (Charged per search)	Standard Feature
PEOPLE AT WORK SEARCH	Standard Feature
PEOPLE IN THE NEWS SEARCH	$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	Standard Feature
51 - 250	Standard Feature
251 - 500	Standard Feature
501 - 1,000	Standard Feature
1,001 - 5,000	Standard Feature
5,001 - 25,000	Standard Feature
25,001 - 10,0000	Standard Feature
PERSON SEARCH	Standard Feature
PHONES PLUS SEARCH	$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	Standard Feature
PROPERTY ASSESSMENT SEARCH	Standard Feature
Property Assessment Report	Standard Feature
PROPERTY DEED SEARCH	Standard Feature
Property Deed Report	Standard Feature
Property Deed Image	$8.00
PROVIDER SEARCH	$0.25
Provider Report	$5.00
PROVIDER SANCTION SEARCH (Charged per search)	$0.25

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
Provider Sanction Report	$5.00
REAL TIME MVR (Charged per search)	$3.50
REAL TIME PERSON SEARCH (Charged per search)	$3.50
REAL TIME PHONE SEARCH	$0.50
RELAVINT VISUAL LINK ANALYSIS (PER DIAGRAM)	Standard Feature
REVERSE LOOKUP SEARCH (Reverse Directory)	Standard Feature
SATELLITE IMAGE SEARCH	$1.00
SEXUAL OFFENDER SEARCH (Report included) (Charged per search)	Standard Feature
VOTER REGISTRATION SEARCH	Standard Feature
WATERCRAFT SEARCH	Standard Feature
Watercraft Report	Standard Feature
AUTOMATED VALUATION MODEL (AVM) REPORT	Standard Feature
ASSET REPORT	Standard Feature
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
COMPREHENSIVE REPORT (BEST VALUE)	Standard Feature
Included in this report: 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, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
ENTITLEMENT REPORT	Standard Feature
Included in this report: 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.	
FINDER REPORT	Standard Feature
Included in this 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.	
SUMMARY REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	
COMPREHENSIVE ADDRESS REPORT	
Base Report Features: (Current and Previous Residents and Phones at Address)	Standard Feature
Additional Report Options:	
Property Ownership Current / Previous	Standard Feature
Businesses at Address	Standard Feature
Neighbors at Address	Standard Feature
Driver Licenses at Address	Standard Feature
Motor Vehicles Registered at Address	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
COMPREHENSIVE BUSINESS REPORT	
Base Report Features: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Information)	Standard Feature
Additional Report Options:	
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Corporation Filings	Standard Feature
Business Registrations	Standard Feature
UCC Filings	Standard Feature
Associated Businesses	Standard Feature
Associated People	Standard Feature

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PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
Properties	Standard Feature
Motor Vehicles	Standard Feature
FAA Aircraft	Standard Feature
Watercraft	Standard Feature
Internet Domain Names	Standard Feature
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	Standard Feature
CUSTOM COMPREHENSIVE REPORT	
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	Standard Feature
Additional Report Options:	
Associates	Standard Feature
Properties	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Phones Plus	Standard Feature
People at Work	Standard Feature
UCC Filings	Standard Feature
Criminal Records (Charged per search)	Standard Feature
Sexual Offenses (Charged per search)	Standard Feature
Florida Accidents	Standard Feature
Driver Licenses Information	Standard Feature
Motor Vehicle Registration (Watercraft & Boat Trailers included)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
Professional Licenses (Charged per search)	Standard Feature
Supplemental Data Sources (Charged per search)	Standard Feature
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	Standard Feature
Relatives (Per Degree of Separation: Up to 3 Degrees)	Standard Feature
COMPREHENSIVE HEALTHCARE BUSINESS REPORT	
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Base Report Features: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Information)	$0.50
Additional Report Options:	
Verification	$0.75
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Corporation Filings	$1.00
Business Registrations	$0.25
UCC Filings	$0.50
Associated Businesses	$1.00
Associated People	$1.00
Properties	$1.00
Motor Vehicles	$0.75
FAA Aircraft	$0.25
Watercraft	$1.00
Internet Domain Names	$0.25
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	$1.00
Sanctions	$0.50
COMPREHENSIVE HEALTHCARE PROVIDER REPORT	
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00

LexisNexis

Proposal – State of Michigan, Department of Technology, Management and Budget

Request for Proposal No. 071I0200095 "Legal Research/Personal Information Access and Legal Print Products"

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary)	$0.50
Additional Report Options:	
Verification	$0.75
Business Address Summary	$0.25
Business Phone Matches	$0.25
Professional Licenses (Charged per search)	$1.00
DEA Licenses	$0.25
Business Affiliations	$0.50
Group Affiliations	$0.50
Hospital Affiliations	$0.50
Education	$0.50
Sanctions (Charged Per Search)	$0.50
Possible Criminal Records (Charged Per Search)	$0.25
Sexual Offenses (Charged Per Search)	$1.00
Bankruptcy (Charged per search) (Not discounted)	$0.25
Liens and Judgments (Charged per search)	$0.25
ONLINE BATCH SERVICES	
Address (single)	$0.13
Address (multiple)	$0.16
EDA Phones (Directory Assistance) (single)	$0.10
EDA Phones (Directory Assistance) (multiple)	$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	$0.23
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	$0.25
Address and Phones (single)	$0.25
Address and Phones (multiple)	$0.30
Address and/or Phone Dedupe (per input) (single)	$0.03
Address and/or Phone Dedupe (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up to Five Properties owned by the subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID with Fraud Defender	$0.95
Consumer InstantID with Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID with Fraud Defender	$1.30
Multiple = 2 or more phones/addresses returned	

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Accurint for Government Price Schedule, Per-Search Pricing (5 pages)

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a $50 per-month minimum commitment from each agency, regardless of the number of users.

(Pricing is per hit unless otherwise indicated)

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	$0.50
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	$5.00
BANKRUPTCY SEARCH (Charged per search)	$0.25
Bankruptcy Report	$1.00
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
BASIC LOOKUP SEARCH (Directory Assistance)	$0.10
BUSINESS CREDIT SEARCH	$0.25
Business Credit Report	$20.00
BUSINESS INSTANTID SEARCH (Charged per search)	$1.30
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	$1.30
BUSINESS SEARCH	$0.35
BUSINESSES IN THE NEWS SEARCH	$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	$2.00
CONCEALED WEAPONS PERMIT SEARCH	$0.25
CORPORATION FILINGS SEARCH (Report included except in Delaware)	$1.00
COURT SEARCH WIZARD (On Site) (Orders are non-refundable):	
COUNTY-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$25.00
Criminal - 10 Year	$30.00
Civil Lower & Upper Court - 7 Year	$35.00
Civil Lower & Upper Court - 10 Year	$40.00
FEDERAL-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$16.00
Criminal - 10 Year	$25.00
Civil - 7 Year	$16.00
Civil - 10 Year	$25.00
STATE CRIMINAL HISTORY DATABASES (Additional court fees may apply) (Not discounted)	$24.00
CRIMINAL RECORDS SEARCH (Charged per search)	$1.00
Criminal Records Report	$1.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	$0.25
DEATH RECORDS SEARCH (Charged per search)	$0.25
Death Records Report (Charged per search)	$1.00
DELAWARE CORPORATION SEARCH	$1.00
Delaware Corporation Report	$11.00
DRIVER LICENSES SEARCH	$0.75
DUN & BRADSTREET (D&B) SEARCH	$0.25
Dun & Bradstreet (D&B) Report	$3.75
FAA AIRCRAFT SEARCH (Report Included)	$0.25
FAA PILOT SEARCH (Report Included)	$0.25
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	$0.25
FLORIDA ACCIDENTS SEARCH (Report Included)	$2.00
FORECLOSURES SEARCH (Report Included)	$1.00
HUNTING/FISHING LICENSE SEARCH	$0.25
INSTANTID CONSUMER SEARCH (Charged per search)	$0.65
INSTANTID CONSUMER & FRAUDDEFENDER SEARCH (Charged per search)	$0.95

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PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
INTERNET DOMAIN NAME SEARCH	$0.25
LIENS & JUDGMENTS SEARCH (Charged per search)	$0.25
Liens & Judgments Report	$1.00
MARRIAGES/DIVORCES SEARCH	$1.00
MOTOR VEHICLES SEARCH	$0.75
Motor Vehicles Report	$1.00
MVR REPORTS (DRIVING RECORDS) (Charged per search)	
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
Maryland	$14.00
Minnesota 5-year	$7.50
Mississippi 3-year	$16.00
Missouri 3-year	$6.25
Nebraska 5-year	$8.00
North Carolina 3-year/7-year	$10.00
Ohio 3-year	$7.00
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	$13.00
West Virginia 7-year	$10.00
NATIONAL UCC FILINGS SEARCH (Report Included)	$1.00
OFFICIAL RECORDS SEARCH (Report Included)	$0.25
PATRIOT ACT SEARCH (Charged per search)	$0.25
PEOPLE AT WORK SEARCH	$1.00
PEOPLE IN THE NEWS SEARCH	$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	$3.00
51 - 250	$15.00
251 - 500	$30.00
501 - 1,000	$60.00
1,001 - 5,000	$300.00
5,001 - 25,000	$1,500.00
25,001 - 10,0000	$6,000.00
PERSON SEARCH	$0.35
PHONES PLUS SEARCH	$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	$1.00
PROPERTY ASSESSMENT SEARCH	$1.00
Property Assessment Report	$1.00
PROPERTY DEED SEARCH	$1.00
Property Deed Report	$1.00
Property Deed Image	$8.00
PROVIDER SEARCH	$0.25
Provider Report	$5.00
PROVIDER SANCTION SEARCH (Charged per search)	$0.25

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
Provider Sanction Report	$5.00
REAL TIME MVR (Charged per search)	$3.50
REAL TIME PERSON SEARCH (Charged per search)	$3.50
REAL TIME PHONE SEARCH	$0.50
RELAVINT VISUAL LINK ANALYSIS (PER DIAGRAM)	$2.00
REVERSE LOOKUP SEARCH (Reverse Directory)	$0.10
SATELLITE IMAGE SEARCH	$1.00
SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)	$1.00
VOTER REGISTRATION SEARCH	$0.25
WATERCRAFT SEARCH	$0.50
Watercraft Report	$1.00
AUTOMATED VALUATION MODEL (AVM) REPORT	$5.00
ASSET REPORT	$3.50
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
COMPREHENSIVE REPORT (BEST VALUE)	$6.00
Included in this report: 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, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
ENTITLEMENT REPORT	$4.00
Included in this report: 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.	
FINDER REPORT	$3.50
Included in this 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.	
SUMMARY REPORT	$0.50
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	
COMPREHENSIVE ADDRESS REPORT	
Base Report Features: (Current and Previous Residents and Phones at Address)	$0.50
Additional Report Options:	
Property Ownership Current / Previous	$1.00
Businesses at Address	$0.25
Neighbors at Address	$0.25
Driver Licenses at Address	$0.75
Motor Vehicles Registered at Address	$0.75
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Neighborhood Profile (2000 Census)	$0.50
COMPREHENSIVE BUSINESS REPORT	
Base Report Features: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Information)	$0.50
Additional Report Options:	
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Corporation Filings	$1.00
Business Registrations	$0.25
UCC Filings	$0.50
Associated Businesses	$1.00
Associated People	$1.00

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
Properties	$1.00
Motor Vehicles	$0.75
FAA Aircraft	$0.25
Watercraft	$1.00
Internet Domain Names	$0.25
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	$1.00
CUSTOM COMPREHENSIVE REPORT	
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	$0.50
Additional Report Options:	
Associates	$1.00
Properties	$1.00
Bankruptcy (Charged per search) (Not discounted)	$1.00
Phones Plus	$0.50
People at Work	$1.00
UCC Filings	$1.00
Criminal Records (Charged per search)	$1.00
Sexual Offenses (Charged per search)	$1.00
Florida Accidents	$1.00
Driver Licenses Information	$0.75
Motor Vehicle Registration (Watercraft & Boat Trailers included)	$0.75
Liens and Judgments (Charged per search)	$0.25
Neighborhood Profile (2000 Census)	$0.50
Professional Licenses (Charged per search)	$1.00
Supplemental Data Sources (Charged per search)	$1.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	$0.25
Relatives (Per Degree of Separation; Up to 3 Degrees)	$1.00
COMPREHENSIVE HEALTHCARE BUSINESS REPORT	
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Base Report Features: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Information)	$0.50
Additional Report Options:	
Verification	$0.75
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Corporation Filings	$1.00
Business Registrations	$0.25
UCC Filings	$0.50
Associated Businesses	$1.00
Associated People	$1.00
Properties	$1.00
Motor Vehicles	$0.75
FAA Aircraft	$0.25
Watercraft	$1.00
Internet Domain Names	$0.25
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	$1.00
Sanctions	$0.50
COMPREHENSIVE HEALTHCARE PROVIDER REPORT	
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00

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PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary)	$0.50
Additional Report Options:	
Verification	$0.75
Business Address Summary	$0.25
Business Phone Matches	$0.25
Professional Licenses (Charged per search)	$1.00
DEA Licenses	$0.25
Business Affiliations	$0.50
Group Affiliations	$0.50
Hospital Affiliations	$0.50
Education	$0.50
Sanctions (Charged Per Search)	$0.50
Possible Criminal Records (Charged Per Search)	$0.25
Sexual Offenses (Charged Per Search)	$1.00
Bankruptcy (Charged per search) (Not discounted)	$0.25
Liens and Judgments (Charged per search)	$0.25
ONLINE BATCH SERVICES	
Address (single)	$0.13
Address (multiple)	$0.16
EDA Phones (Directory Assistance) (single)	$0.10
EDA Phones (Directory Assistance) (multiple)	$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	$0.23
Waterfall Phones – Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	$0.25
Address and Phones (single)	$0.26
Address and Phones (multiple)	$0.30
Address and/or Phone Dedupe (per input) (single)	$0.03
Address and/or Phone Dedupe (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up to Five Properties owned by the subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID with Fraud Defender	$0.95
Consumer InstantID with Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID with Fraud Defender	$1.30
Multiple = 2 or more phones/addresses returned	

Accurint for Law Enforcement Price Schedule, Flat-Rate Subscription (4 pages)

(Pricing is per hit unless otherwise indicated)

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	Standard Feature
BANKRUPTCY SEARCH (Charged per search)	Standard Feature
Bankruptcy Report	Standard Feature
Bankruptcy Dockets ($0.50 for first 5 pages & $0.20 per page thereafter)	$0.50
Bankruptcy Documents (per page, up to max charge of $0 per document)	$0.20
BASIC LOOKUP SEARCH (Directory Assistance)	Standard Feature
BUSINESS CREDIT SEARCH	Standard Feature
Business Credit Report	Standard Feature
BUSINESS SEARCH	Standard Feature
BUSINESSES IN THE NEWS SEARCH	$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	Standard Feature
CONCEALED WEAPONS PERMIT SEARCH	Standard Feature
CORPORATION FILINGS SEARCH (Report included except in Delaware)	Standard Feature
COURT SEARCH WIZARD (On Site) (Orders are non-refundable):	
COUNTY-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$25.00
Criminal - 10 Year	$30.00
Civil Lower & Upper Court - 7 Year	$35.00
Civil Lower & Upper Court - 10 Year	$40.00
FEDERAL-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$16.00
Criminal - 10 Year	$25.00
Civil - 7 Year	$16.00
Civil - 10 Year	$25.00
STATE CRIMINAL HISTORY DATABASES (Additional court fees may apply) (Not discounted)	$24.00
CRIMINAL RECORDS SEARCH (Charged per search)	Standard Feature
Criminal Records Report	Standard Feature
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	Standard Feature
DEATH RECORDS SEARCH (Charged per search)	Standard Feature
Death Records Report (Charged per search)	Standard Feature
DELAWARE CORPORATION SEARCH	$1.00
Delaware Corporation Report	$11.00
DRIVER LICENSES SEARCH	Standard Feature
DUN & BRADSTREET (D&B) SEARCH	$0.25
Dun & Bradstreet (D&B) Report	Standard Feature
FAA AIRCRAFT SEARCH (Report Included)	Standard Feature
FAA PILOT SEARCH (Report Included)	Standard Feature
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	Standard Feature
FLORIDA ACCIDENTS SEARCH (Report Included)	Standard Feature
FORECLOSURES SEARCH (Report Included)	Standard Feature
HUNTING/FISHING LICENSE SEARCH	Standard Feature
INTERNET DOMAINS SEARCH	Standard Feature
LIENS & JUDGMENTS SEARCH (Charged per search)	Standard Feature
Liens & Judgments Report	Standard Feature
MARRIAGES/DIVORCES SEARCH	Standard Feature
MOTOR VEHICLES SEARCH	Standard Feature
Motor Vehicles Report	Standard Feature
MVR REPORTS (DRIVING RECORDS) (Charged per search)	

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
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
Maryland	$14.00
Minnesota 5-year	$7.50
Mississippi 3-year	$16.00
Missouri 3-year	$6.25
Nebraska 5-year	$8.00
North Carolina 3-year/7-year	$10.00
Ohio 3-year	$7.00
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	$13.00
West Virginia 7-year	$10.00
MVR WILDCARD SEARCH	Standard Feature
NATIONAL UCC FILINGS SEARCH (Report Included)	Standard Feature
OFFICIAL RECORDS SEARCH (Report Included)	Standard Feature
PATRIOT ACT SEARCH (Charged per search)	Standard Feature
PEOPLE AT WORK SEARCH	Standard Feature
PEOPLE IN THE NEWS SEARCH	$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	Standard Feature
51 - 250	Standard Feature
251 - 500	Standard Feature
501 - 1,000	Standard Feature
1,001 - 5,000	Standard Feature
5,001 - 25,000	Standard Feature
25,001 - 10,0000	Standard Feature
PERSON SEARCH	Standard Feature
PHONES PLUS SEARCH	$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	Standard Feature
PROPERTY ASSESSMENT SEARCH	Standard Feature
Property Assessment Report	Standard Feature
PROPERTY DEED SEARCH	Standard Feature
Property Deed Report	Standard Feature
Property Deed Image	$8.00
REAL TIME MVR (Charged per search)	$3.50
REAL TIME PERSON SEARCH (Charged per search)	$3.50
REAL TIME PHONE SEARCH	$0.50
RELAVINT VISUAL LINK ANALYSIS (PER DIAGRAM)	Standard Feature
REVERSE LOOKUP SEARCH (Reverse Directory)	Standard Feature
SATELLITE IMAGE SEARCH	$1.00
SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)	Standard Feature
VOTER REGISTRATION SEARCH	Standard Feature
WATERCRAFT SEARCH	Standard Feature
Watercraft Report	Standard Feature
SUMMARY REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property	

PRICE SCHEDULE (Subscription)	
FEATURE	PRICE
Indicator and Corporate Affiliations Indicator.	
ASSET REPORT	Standard Feature
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
FINDER REPORT	Standard Feature
Included in this 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	
COMPREHENSIVE REPORT (BEST VALUE)	Standard Feature
Included in this report: Summary Report, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
COMPREHENSIVE ADDRESS REPORT	
Base Report Features: (Current and Previous Residents and Phones at Address)	Standard Feature
Additional Report Options:	
Property Ownership Current / Previous	Standard Feature
Businesses at Address	Standard Feature
Neighbors at Address	Standard Feature
Driver Licenses at Address	Standard Feature
Motor Vehicles Registered at Address	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
COMPREHENSIVE BUSINESS REPORT	
Base Report Features: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Information)	Standard Feature
Additional Report Options:	
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Corporation Filings	Standard Feature
Business Registrations	Standard Feature
UCC Filings	Standard Feature
Associated Businesses	Standard Feature
Associated People	Standard Feature
Properties	Standard Feature
Motor Vehicles	Standard Feature
FAA Aircraft	Standard Feature
Watercraft	Standard Feature
Internet Domain Names	Standard Feature
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	Standard Feature
CUSTOM COMPREHENSIVE REPORT	
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	Standard Feature
Additional Report Options:	
Associates	Standard Feature
Properties	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Phones Plus	Standard Feature
People at Work	Standard Feature
UCC Filings	Standard Feature
Criminal Records (Charged per search)	Standard Feature
Sexual Offenses (Charged per search)	Standard Feature
Florida Accidents	Standard Feature
Driver Licenses Information	Standard Feature
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	Standard Feature

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
Professional Licenses (Charged per search)	Standard Feature
Supplemental Data Sources (Charged per search)	Standard Feature
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	Standard Feature
Relatives (Per Degree of Separation; Up to 3 Degrees)	Standard Feature
ONLINE BATCH SERVICES	
Address (single)	$0.13
Address (multiple)	$0.16
EDA Phones (Directory Assistance) (single)	$0.10
EDA Phones (Directory Assistance) (multiple)	$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	$0.23
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	$0.25
Address and Phones (single)	$0.25
Address and Phones (multiple)	$0.30
Address and/or Phone Dedupe (per input) (single)	$0.03
Address and/or Phone Dedupe (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up to Five Properties owned by the subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID with Fraud Defender	$0.95
Consumer InstantID with Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID with Fraud Defender	$1.30
Multiple = 2 or more phones/addresses returned	

Accurint for Law Enforcement Price Schedule, Per-Search Pricing (4 pages)

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a $50 per-month minimum commitment from each agency, regardless of the number of users.

(Pricing is per hit unless otherwise indicated)

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
ADVANCED PERSON SEARCH	$0.50
BANKRUPTCY SEARCH (Charged per search)	$0.25
Bankruptcy Report	$1.00
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
BASIC LOOKUP SEARCH (Directory Assistance)	$0.10
BUSINESS CREDIT SEARCH	$0.25
Business Credit Report	$20.00
BUSINESS SEARCH	$0.35
BUSINESSES IN THE NEWS SEARCH	$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	$2.00
CONCEALED WEAPONS PERMIT SEARCH	$0.25
CORPORATION FILINGS SEARCH (Report included except in Delaware)	$1.00
COURT SEARCH WIZARD (On Site) (Orders are non-refundable):	
COUNTY-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$25.00
Criminal - 10 Year	$30.00
Civil Lower & Upper Court - 7 Year	$35.00
Civil Lower & Upper Court - 10 Year	$40.00
FEDERAL-LEVEL SEARCH (Additional court fees may apply) (Not discounted)	
Criminal - 7 Year	$16.00
Criminal - 10 Year	$25.00
Civil - 7 Year	$16.00
Civil - 10 Year	$25.00
STATE CRIMINAL HISTORY DATABASES (Additional court fees may apply) (Not discounted)	$24.00
CRIMINAL RECORDS SEARCH (Charged per search)	$1.00
Criminal Records Report	$1.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	$0.25
DEATH RECORDS SEARCH (Charged per search)	$0.25
Death Records Report (Charged per search)	$1.00
DELAWARE CORPORATION SEARCH	$1.00
Delaware Corporation Report	$11.00
DRIVER LICENSES SEARCH	$0.75
DUN & BRADSTREET (D&B) SEARCH	$0.25
Dun & Bradstreet (D&B) Report	$3.75
FAA AIRCRAFT SEARCH (Report Included)	$0.25
FAA PILOT SEARCH (Report Included)	$0.25
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	$0.25
FLORIDA ACCIDENTS SEARCH (Report Included)	$2.00
FORECLOSURES SEARCH (Report Included)	$1.00
HUNTING/FISHING LICENSE SEARCH	$0.25
INTERNET DOMAINS SEARCH	$0.25
LIENS & JUDGMENTS SEARCH (Charged per search)	$0.25
Liens & Judgments Report	$1.00
MARRIAGES/DIVORCES SEARCH	$1.00
MOTOR VEHICLES SEARCH	$0.75

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
Motor Vehicles Report	$1.00
MVR REPORTS (DRIVING RECORDS) (Charged per search)	
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
Maryland	$14.00
Minnesota 5-year	$7.50
Mississippi 3-year	$16.00
Missouri 3-year	$8.25
Nebraska 5-year	$8.00
North Carolina 3-year/7-year	$10.00
Ohio 3-year	$7.00
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	$13.00
West Virginia 7-year	$10.00
MVR WILDCARD SEARCH	$1.00
NATIONAL UCC FILINGS SEARCH (Report Included)	$1.00
OFFICIAL RECORDS SEARCH (Report Included)	$0.25
PATRIOT ACT SEARCH (Charged per search)	$0.25
PEOPLE AT WORK SEARCH	$1.00
PEOPLE IN THE NEWS SEARCH	$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	$3.00
51 - 250	$15.00
251 - 500	$30.00
501 - 1,000	$60.00
1,001 - 5,000	$300.00
5,001 - 25,000	$1,500.00
25,001 - 10,0000	$6,000.00
PERSON SEARCH	$0.35
PHONES PLUS SEARCH	$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	$1.00
PROPERTY ASSESSMENT SEARCH	$1.00
Property Assessment Report	$1.00
PROPERTY DEED SEARCH	$1.00
Property Deed Report	$1.00
Property Deed Image	$8.00
REAL TIME MVR (Charged per search)	$3.50
REAL TIME PERSON SEARCH (Charged per search)	$3.50
REAL TIME PHONE SEARCH	$0.50
RELAVINT VISUAL LINK ANALYSIS (PER DIAGRAM)	$2.00
REVERSE LOOKUP SEARCH (Reverse Directory)	$0.10
SATELLITE IMAGE SEARCH	$1.00
SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)	$1.00

PRICE SCHEDULE (Transactional)	
FEATURE	**PRICE**
VOTER REGISTRATION SEARCH	$0.25
WATERCRAFT SEARCH	$0.50
Watercraft Report	$1.00
SUMMARY REPORT	$0.50
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	
ASSET REPORT	$3.50
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
FINDER REPORT	$3.50
Included in this 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.	
COMPREHENSIVE REPORT (BEST VALUE)	$6.00
Included in this report: 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, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
COMPREHENSIVE ADDRESS REPORT	
Base Report Features: (Current and Previous Residents and Phones at Address)	$0.50
Additional Report Options:	
Property Ownership Current / Previous	$1.00
Businesses at Address	$0.25
Neighbors at Address	$0.25
Driver Licenses at Address	$0.75
Motor Vehicles Registered at Address	$0.75
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Neighborhood Profile (2000 Census)	$0.50
COMPREHENSIVE BUSINESS REPORT	
Base Report Features: (Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	$0.50
Additional Report Options:	
Bankruptcy (Charged per search) (Not discounted)	$1.00
Liens and Judgments (Charged per search)	$0.25
Corporation Filings	$1.00
Business Registrations	$0.25
UCC Filings	$0.50
Associated Businesses	$1.00
Associated People	$1.00
Properties	$1.00
Motor Vehicles	$0.75
FAA Aircraft	$0.25
Watercraft	$1.00
Internet Domain Names	$0.25
Dun & Bradstreet Records (Not Discounted)	$3.75
IRS 5500	$1.00
CUSTOM COMPREHENSIVE REPORT	
Base Report Features: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	$0.50
Additional Report Options:	
Associates	$1.00
Properties	$1.00
Bankruptcy (Charged per search) (Not discounted)	$1.00

PRICE SCHEDULE (Transactional)	
FEATURE	PRICE
Phones Plus	$0.50
People at Work	$1.00
UCC Filings	$1.00
Criminal Records (Charged per search)	$1.00
Sexual Offenses (Charged per search)	$1.00
Florida Accidents	$1.00
Driver Licenses Information	$0.75
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	$0.75
Liens and Judgments (Charged per search)	$0.25
Neighborhood Profile (2000 Census)	$0.50
Professional Licenses (Charged per search)	$1.00
Supplemental Data Sources (Charged per search)	$1.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	$0.25
Relatives (Per Degree of Separation; Up to 3 Degrees)	$1.00
ONLINE BATCH SERVICES	
Address (single)	$0.13
Address (multiple)	$0.16
EDA Phones (Directory Assistance) (single)	$0.10
EDA Phones (Directory Assistance) (multiple)	$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	$0.23
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	$0.25
Address and Phones (single)	$0.25
Address and Phones (multiple)	$0.30
Address and/or Phone Dedupe (per input) (single)	$0.03
Address and/or Phone Dedupe (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up to Five Properties owned by the subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID with Fraud Defender	$0.95
Consumer InstantID with Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID with Fraud Defender	$1.30
Multiple = 2 or more phones/addresses returned	

Attachment B – LexisNexis Exhibit A

LexisNexis®

LN Non-FCRA Application & Agreement Government Agencies

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) _____

Physical Address _____

City _____ State _____ Zip _____

Main Agency Phone Number* _____ Fax _____ Agency Web Address _____

* Physical location where information will be used.

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 _____

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Required only for local and municipal agencies)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* 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 _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* 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 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that 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. 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. The site visit charge, if applicable, is $175.00. 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 _____ 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) _____

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

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE

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 have **HANDWRITTEN INITIALS** to be permitted access to GLBA data)

	1	No applicable GLBA exception/permissible use.
	2.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
	2.(B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
	3.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
	4.	In required institutional risk control programs.
	5.	In resolving consumer disputes or inquiries.
	6.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
	7.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
	8.	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
	9.	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.
	10.	With the written consent or at the direction of the consumer.

SECTION B: DPPA PERMISSIBLE USES

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 have **HANDWRITTEN INITIALS** to be permitted access to DPPA data)

	1.	No permissible use.
	2.	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.
	2.(B)	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.
	3.	Use by a government agency, but only in carrying out its functions.
	4.	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	5.	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	6.	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	7.	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.
	8.	With the written consent of the individual to whom the information pertains.
	9.	For use in providing notice to the owners of towed or impounded vehicles.
	10.	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 Qualified Data (proceed to Part 5).

☐ Customer is requesting access to Qualified Data. Complete the sections below.

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must have **HANDWRITTEN INITIALS** to receive Social Security Numbers)

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf; or
	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 have **HANDWRITTEN INITIALS** to receive Social Security Numbers)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification; or
	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 have **HANDWRITTEN INITIALS** to receive Driver's License Numbers)

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	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 have **HANDWRITTEN INITIALS** to receive Driver's License Numbers)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	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 a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein and in the Contract. 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 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 which are attached hereto as Appendix I (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference, provided however, that the terms herein (Warranties/Limitation of Liability) shall apply and prevail in case of conflict with any conflicting term within the Supplemental 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. Customer shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, 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.

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) 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. Notwithstanding anything in the Agreement to the contrary, LN shall own Customer's search inquiry data used to access the LN Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

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. 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 Purchase Order or Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Purchase Order or Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Purchase Order or 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**. 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, 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.

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.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Purchase Order or Schedule A (the "Purchase Order or Schedule A Term") shall apply to the LN Services provided under such schedule until the expiration of that Purchase Order or Schedule A Term.

10. **TERMINATION.** Except where a Purchase Order or Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without effect to conflicts of law principles.

12. **ASSIGNMENT**. The license granted pursuant to this Agreement to Customer to use the LN Services may not be assigned by Customer, in whole or in part, without the prior written consent of LN.

13. **WARRANTIES/LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, LN, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LN") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by LN's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LN Services. LN does not make and hereby disclaims any warranty, express or implied, with respect to the LN Services. 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. Before relying on any data, it should be independently verified.

14. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law and to the extent permitted under available state funding. 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.

15. **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.

16. **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. 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. **RESERVED.**

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.

19. **CUSTOMER CHANGES/CREDIT REPORT.** 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 such procedures, 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. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, Customer's credit report(s) may be requested by LN in accordance with Federal Fair Credit Reporting Act from one (1) or more consumer reporting agencies. Upon Customer's request, Customer will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to LN.

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.** Changes to this Agreement can only be made under mutual consent of the parties and by a written instrument signed by the State and LN; which such changes shall be incorporated into the Contract.

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. LN's Data Privacy 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.** Except as otherwise provided herein, this Agreement, which is part of the Contract, constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

26. **MISCELLANEOUS**. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

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.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/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)

Appendix I to Exhibit A to Attachment B

SUPPLEMENTAL TERMS FOR SPECIFIC MATERIALS

July 11, 2009

These Supplemental Terms for Specific Materials contain terms applicable to certain Materials. You may not have access to all of the Materials referenced herein.

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2.American Society of Health System Pharmacists Materials

DIF is provided for informational purposes only. Drug therapy decisions are the responsibility of the clinician. The entire monography should be reviewed.

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Attachment C – LexisNexis Exhibit B

LexisNexis

LexisNexis FCRA Application & Agreement Government Agencies

LexisNexis Risk Solutions Bureau LLC and its Affiliates (collectively or individually "LN") provide various FCRA products and services governed by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq)("FCRA"), and as defined in certain state-specific FCRA rules, as well as other applicable laws and regulations (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (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 Bureau LLC 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) _____

Physical Address _____

City _____ State _____ Zip _____

Main Agency Phone Number* _____ Fax _____ Agency Web Address _____

* Physical location where information will be used.

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 _____

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Required only for local and municipal agencies)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* 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 _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* 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 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that 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. 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

☐ Federal Government ☐ Federal Law Enforcement ☐ State Government ☐ State Law Enforcement
☐ Local/Municipal Govt ☐ 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. The site visit charge, if applicable, is $175.00. 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 _____ 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) _____

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

SECTION A: FCRA PERMISSIBLE PURPOSE

In contracting for the services under this Agreement, Customer is a "User" of LN "Consumer Reports" as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User's business is: _____

2. User orders Consumer Reports from LN for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

Please check **all** that apply:

- ☐ For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- ☐ With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

Please specify intended use: _____

3. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

This certification supersedes any pre-dated certifications.

SECTION B: GLBA EXCEPTION/PERMISSIBLE PURPOSE

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 have **HANDWRITTEN INITIALS** to be permitted access to GLBA data)

	1	No applicable GLBA exception/permissible use.
	2.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
	2.(B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
	3.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
	4.	In required institutional risk control programs.
	5.	In resolving consumer disputes or inquiries.
	6.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
	7.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
	8.	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
	9.	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.
	10.	With the written consent or at the direction of the consumer.

SECTION C: DPPA PERMISSIBLE USES

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 have **HANDWRITTEN INITIALS** to be permitted access to DPPA data)

	1.	No permissible use.

	2.	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.
	2.(B)	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.
	3.	Use by a government agency, but only in carrying out its functions.
	4.	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	5.	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	6.	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	7.	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.
	8.	With the written consent of the individual to whom the information pertains.
	9.	For use in providing notice to the owners of towed or impounded vehicles.
	10.	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, B and C 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 D: 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 Qualified Data (proceed to Part 5).

☐ Customer is requesting access to Qualified Data. Complete the sections below.

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must have **HANDWRITTEN INITIALS** to receive Social Security Numbers)

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf; or
	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 have **HANDWRITTEN INITIALS** to receive Social Security Numbers)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification; or
	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 have **HANDWRITTEN INITIALS** to receive Driver's License Numbers)

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	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;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	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 have **HANDWRITTEN INITIALS** to receive Driver's License Numbers)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	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 a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein and in the Contract. 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 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 which are attached hereto as Appendix I (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference, provided however, that the terms in Section 12 herein (Warranties/Limitation of Liability) shall apply and prevail in case of conflict with any conflicting term within the Supplemental Terms. The General Terms are hereby incorporated into this Agreement by reference.

(viii) Fair Credit Reporting Act Obligations. Customer certifies that when using the LN Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Consumer Report LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in Part 4 of this Agreement. Customer acknowledges that LN has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under 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:

(d) 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.
(e) 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.
(f) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Customer shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, 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.

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) 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. Notwithstanding anything in the Agreement to the contrary, LN shall own Customer's search inquiry data used to access the LN Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

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. 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 Purchase Order or Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Purchase Order or Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Purchase Order or 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**. 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, 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

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.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Purchase Order or Schedule A (the "Purchase Order or Schedule A Term") shall apply to the LN Services provided under such schedule until the expiration of that Purchase Order or Schedule A Term.

10. **TERMINATION.** Except where a Purchase Order or Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without effect to conflicts of law principles.

12. **ASSIGNMENT**. The license granted pursuant to this Agreement to Customer to use the LN Services may not be assigned by Customer, in whole or in part, without the prior written consent of LN.

13. **WARRANTIES/LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, LN, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LN") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by LN's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LN Services. LN does not make and hereby disclaims any warranty, express or implied, with respect to the LN Services. 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. Before relying on any data, it should be independently verified.

14. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law and to the extent permitted under available state funding. 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.

15. **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.

16. **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. 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. **RESERVED.**

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.

19. **CUSTOMER CHANGES/CREDIT REPORT.** 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 such procedures, 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. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, Customer's credit report(s) may be requested by LN in accordance with Federal Fair Credit Reporting Act from one (1) or more consumer reporting agencies. Upon Customer's request, Customer will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to LN.

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.** Changes to this Agreement can only be made under mutual consent of the parties and by a written instrument signed by the State and LN; which such changes shall be incorporated into the Contract.

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. LN's Data Privacy 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.** Except as otherwise provided herein, this Agreement, which is part of the Contract, constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

26. **MISCELLANEOUS**. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

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.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/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)

ATTACHMENT A TO ATTACHMENT C

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

1. **OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

(i.) Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a) (1)• As instructed by the consumer in writing. Section 604(a) (2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a) (3) (C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section604(a) (3) (F) (i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a) (3) (D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a) (3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a) (4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

(ii.) Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

(iii.) Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

(a) Adverse Actions Based on Information Obtained From a CRA. If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:
    - The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
    - A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
    - A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
    - A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

(b) Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies
If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1)requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

(c) Adverse Actions Based on Information Obtained From Affiliates
If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

(iv.) Users Have Obligations When Fraud and Active Duty Military Alerts are in Files
When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

(v.) Users Have Obligations When Notified of an Address Discrepancy
Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

(vi.) Users Have Obligations When Disposing of Records
Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

2. **CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**
If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

3. **OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**
(i.) Employment Other Than in the Trucking Industry
If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

(ii.) Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

4. **OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

5. **SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

6. **OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

7. **OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603 (l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

8. **OBLIGATIONS OF RESELLERS**

(i.) Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  (1) The identity of all end-users;
  (2) Certifications from all users of each purpose for which reports will be used; and
  (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

(ii.) Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

(iii.) Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

9. **LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. [Sections 616, 617 and 621] In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 603 15 U.S.C. 1681a	Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c	Section 605A 15 U.S.C. 1681Ca	Section 605B 15 U.S.C. 1681Cb
Section 606 15 U.S.C. 1681d	Section 607 15 U.S.C. 1681e	Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g	Section 610 15 U.S.C. 1681h	Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j	Section 613 15 U.S.C. 1681k	Section 614 15 U.S.C. 1681*l*
Section 615 15 U.S.C. 1681m	Section 616 15 U.S.C. 1681n	Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p	Section 619 15 U.S.C. 1681q	Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s	Section 622 15 U.S.C. 1681s-1	Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t	Section 625 15 U.S.C. 1681u	Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w	Section 628 15 U.S.C. 1681x	Section 629 15 U.S.C. 1681y

LexisNexis

EQUIFAX ACROFILE CONSUMER REPORT SERVICES ADDITIONAL TERMS

1. The undersigned ("Subscriber"), desiring to receive various information services as available from EQUIFAX (the "EQUIFAX Information Services") through LEXISNEXIS RISK SOLUTIONS BUREAU LLC ("LN") a consumer reporting agency, and a reseller of Equifax credit reports ("Services") provided by Equifax Information Services LLC ("EQUIFAX").

2. The Services will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request Services on Subscriber's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EQUIFAX Information to the subject of the report except as permitted or required by law, but will refer the subject to EQUIFAX.

3. Subscriber will hold EQUIFAX, LN and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EQUIFAX Information by Subscriber, its employees or agents contrary to the conditions of Paragraph 2 or applicable law.

4. Recognizing that information for the Services is secured by and through fallible human sources and that, for the fee charged, EQUIFAX and LN cannot be an insurer of the accuracy of the Services, Subscriber understands that the accuracy of any Services received by Subscriber is not guaranteed by EQUIFAX or LN, and Subscriber releases EQUIFAX, and LN and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Services and from any loss or expense suffered by Subscriber resulting directly or indirectly from the Service.

5. Fair Credit Reporting Act Certification. Subscriber certifies that it will order Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYEMENT PURPOSES. Subscriber will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose.

   It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as EQUIFAX) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EQUIFAX may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Subscriber gives its consent to EQUIFAX to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement. If EQUIFAX terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EQUIFAX in connection with such termination.

   California Law Certification. Subscriber will refer to Exhibit 1-A in making the following certification, and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

   (PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)

Subscriber certifies that it ____ IS or ____IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and ____ DOES or ____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received from EQUIFAX.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

6. This Section 6 applies to any means through which Subscriber orders or accesses the Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Subscriber will not order or access the Services via the Internet without first obtaining EQUIFAX's written permission. For the purposes of this Section 6, the term "Authorized User" means a Subscriber employee that Subscriber has authorized to order or access the Services and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the Services, and the information provided through same, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports. Subscriber will: (a) ensure that only Authorized Users can order or have access to the Services and the information provided through same, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party, (c) ensure that all devices used by Subscriber to order or access the Services are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering or access to the Services by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of the Subscriber security codes, telephone access number(s) EQUIFAX provides, and any passwords Subscriber may use, to Authorized Users and other employees with a need to know, changing Subscriber's user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Services, or if Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Subscriber uses to order or access the Services. Subscriber will monitor compliance with the obligations of this Section 6, and will immediately notify EQUIFAX if Subscriber suspects or knows of any unauthorized access or attempt to access the Services. Such monitoring will include, without limitation, a review of each EQUIFAX invoice for the purpose of detecting any unauthorized activity. Subscriber will not ship hardware or software between Subscriber's locations or to third parties without deleting all EQUIFAX Subscriber number(s), security codes, telephone access number(s) and Subscriber user passwords. If Subscriber uses a third party vendor to establish access to the Services, Subscriber is responsible for the third party vendor's use of Subscriber's member numbers, security access codes, or passwords. Subscriber will ensure the third party vendor safeguards Subscriber's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6. Subscriber will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If EQUIFAX reasonably believes that Subscriber has violated this Section 6, EQUIFAX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EQUIFAX's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EQUIFAX reasonably deems necessary in order to evaluate Subscriber's compliance with the data security requirements of this Section 6.

_____ Subscriber has read and understands this Agreement. (To be initialed by the person signing on behalf of Subscriber.)

_____ Subscriber has read the attached Exhibit 1-C "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Subscriber.)

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT/ SUBSCRIBER: _____

ADDRESS: _____

_____

Signed by: _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT 1-A
State Compliance Matters

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, EQUIFAX, before delivering a consumer report to Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by EQUIFAX with the information provided to EQUIFAX by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber designated in the Agreement that it is a "retail seller," Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a "retail seller," Subscriber agrees to provide written notice to EQUIFAX prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Subscriber number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact Subscriber's EQUIFAX sales representative to ensure that Subscriber's existing number is properly coded for these transactions.

EXHIBIT 1-B
Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ ("Subscriber"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("EQUIFAX") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of EQUIFAX information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from EQUIFAX.

Subscriber: _____
(please print)

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone:: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

EXHIBIT 1-C
NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOREMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.

- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  (1) the identity of all end-users;
  (2) certifications from all users of each purpose for which reports will be used; and
  (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681/	Section 629	15 U.S.C. 1681y

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Customer FCRA Permissible Purpose Certification

Please fill out the Certification below legibly and completely. Please note that missing information will result in the return of the form and will delay activation of your account. Thank you for your assistance.

The Company indicated below, as a "User" of LN Consumer Reports, hereby certifies as follows:

The nature of User's business is _____.

1. User orders consumer reports from LN for the following purposes under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

   Please check all that apply:

   ☐ To determine the eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status in accordance with FCRA Section 604(a)(3)(D).

   ☐ In User's capacity as the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency) in connection with the determination of child support payments, or modification and enforcement thereof, in accordance with FCRA Section 604(a)(4), if:

   A) the consumer report is needed for the purpose of establishing an individual's capacity to make child support or determining the appropriate levels of such payments;

   B) the paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws);

   C) the person has provided at least ten (10) days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and

   D) the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

2. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two (2) years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

COMPANY NAME: _____

STREET ADDRESS: _____

I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this certification on behalf of the company listed above.

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title: _____

Phone Number: _____

Date: _____

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Appendix I to Attachment C

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57.Uniform Commercial Code Filing Records

Uniform commercial code filing records are provided for informational purposes only. Accuracy and completeness of these materials are not warranted. Verification of these materials can be obtained through the appropriate public offices.

58.VISTA Environmental Information Database

VISTA DOES NOT WARRANT THE ACCURACY, TIMELINESS, MERCHANTABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION PROVIDED. IN NO EVENT SHALL VISTA, ITS OFFICERS, EMPLOYEES OR AGENTS, OR EITHER, BE LIABLE FOR ANY LOSSES OR OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO THE USE OF VISTA INFORMATION.

59.VNU eMedia, Inc. Materials

You may use the materials provided by VNU eMedia, Inc. ("VNU") only for internal, non-commercial purposes, and you may not publish, broadcast, sell or otherwise distribute those materials for any commercial or promotional purpose. You must obtain the written consent of VNU to reproduce, for commercial or promotional purposes, the materials provided by VNU by photocopying, electronic transmission or otherwise.

60.Voxant, Inc. Materials

(a) Fair Disclosure Wire Materials (Event Transcripts and Event Briefs) only:

Voxant, Inc. and/or CCBN, Inc. reserve the right to make changes to documents, content, or other information in these materials without obligation to notify any person of such changes.

In the conference calls upon which Event Transcripts and Event Briefs are based, companies may make projections or other forward-looking statements regarding a variety of items. Such forward-looking statements are based upon current expectations and involve risks and uncertainties. Actual results may differ materially from those stated in any forward-looking statement based on a number of important factors and risks, which are more specifically identified in the companies' most recent SEC filings. Although the companies may indicate and believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate or incorrect and, therefore, there can be no assurance that the results contemplated in the forward-looking statements will be realized.

THE INFORMATION CONTAINED IN EVENT TRANSCRIPTS IS A TEXTUAL REPRESENTATION OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND WHILE EFFORTS ARE MADE TO PROVIDE AN ACCURATE TRANSCRIPTION, THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT TRANSCRIPT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY CONFERENCE CALL ITSELF AND THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

THE INFORMATION CONTAINED IN EVENT BRIEFS REFLECTS CCBN, INC.'S SUBJECTIVE CONDENSED PARAPHRASE OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY REPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT BRIEF. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

(b) Charlie Rose materials only:

THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VOXANT, INC. NOR CHARLIE ROSE INC. MAKES ANY WARRANTY OF ANY KIND CONCERNING THE ACCURACY OF THE MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

(c) All Materials:

These materials are not legal transcripts for purposes of litigation.

61.Washington Post

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

62.West Publishing Company Materials

You may use materials provided by West Publishing Company for research purposes only, and may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

63.Ziff Davis Media Inc. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

Attachment D – LexisNexis Exhibit C

LexisNexis

LexisNexis Screening Solutions Inc. Application & Agreement
(Government Customers)

LexisNexis Screening Solutions Inc. ("LN") provides various FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement will be used to determine the Customer's (as defined in Part one below) eligibility for accessing the 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.

Each Application & Agreement must be accompanied by copies of the following required documents:

One of the following active documents:		Two of the three documents:
• Articles of Incorporation or Articles of Organization • 501 (c)(3) Certification (issued by the IRS or State Revenue Dept.) • Articles of Partnership • Professional License (required if your organization is professional regulated)	**OR**	• Business License • Federal or State Tax ID Certificate • Declarations Page from a Commercial Insurance Policy

If Customer has been in business for less than one year, provide copies of two of the following documents in the name of the Customer at the address below:

- Current utility bill (electric, gas, water, or phone within the last 90 days)
- Current bank statement (within the last 90 days)
- Proof of commercial insurance
- Lease agreement or property ownership document

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

SECTION A: COMPANY INFORMATION ("Customer") (P.O. Boxes and Mail drop Addresses Cannot be Used)

Company Name _____
Physical Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Company Web Address _____

IP Address _____
IP Address Range From _____ To _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

* 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. Complete home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

* 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. Complete home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that 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 (the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. § 1692-1692p) or 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: BUSINESS PROFILE (Customer must provide Business Documentation if applicable.)

☐ Publicly Traded Company Ticker Symbol _____ Exchange _____

☐ Private Corporation ☐ Sole Proprietor* ☐ Partnership* ☐ LLC State Of _____

*Sole Proprietors and Partnerships – Additional Information Form Required

Subsidiary ☐ Yes ☐ No Parent Company _____ No of Years in business _____

No. of Employees _____ Federal Employer ID Number _____ SIC Code _____

Reseller ☐ Yes ☐ No

SECTION C: TYPE OF BUSINESS (select one)

☐ Manufacturing ☐ Service ☐ Insurance ☐ Financial ☐ Media
☐ Other _____

SECTION D: TYPE OF USER (select one)

☐ Human Resources ☐ Corporate Security ☐ Other _____

SECTION E: PURPOSE OF USE (describe and select one)

Describe _____
☐ Credit ☐ Employment ☐ Licensing/Govt. Benefit ☐ Other

If LN Services are being used to fulfill vendor obligations, provide sponsoring company contact information.
Physical Address _____
City _____ State _____ Zip _____
Name _____ Telephone _____ E-Mail _____

SECTION F: ACCESS (select all that apply)

☐ Server (system to system) ☐ Internet/PC ☐ Fax ☐ Phone
☐ Other _____

SECTION G: LN SERVICES REQUESTED

☐ MVR ☐ Credit Reports/Social Security Number Info ☐ Education or Employment Verifications
☐ Esteem ☐ Criminal Background Checks

SECTION H: VENDOR REFERENCE RELEASE (Please list at least one current Business to Business Vendor Reference for Credentialing.)

Company Name: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Email: _____ Account Number (if applicable) _____

Company Name: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Email: _____ Account Number (if applicable) _____

SECTION I: SITE VISIT INFORMATION

Site visits may be required for any subscriber requesting access to regulated data and/or credit reports. Site visits are conducted for LN by an approved third-party.
Site Visit Contact: _____ Contact Phone: _____
Contact Email: _____

PART 3 - BILLING INFORMATION

SECTION A: 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 permission to LN to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____

Telephone _____ Email Address _____

Billing Address _____

City _____ State _____ Zip _____

SECTION B: 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 5 - PERMISSIBLE USE CERTIFICATIONS

Subscriber is or may become a "User" of LN "Consumer Reports" as those terms are defined under the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) (the "FCRA"), and as such certifies as follows:

1. The nature of the business is: _____
2. User orders Consumer Reports from LN for the following purposes under the FCRA and as such reports will not be used for any other purpose:
   Please check all that apply:

☐ Employment (which includes hiring, promotion, reassignment, and retention decisions).

☐ With the written instructions of the consumer for reasons other than an employment purpose. If checked, please specify your intended use:

_____

3. If you checked "employment" above, user further certifies that:
   - User will make a clear and conspicuous written disclosure to the consumer, prior to obtaining the report, in a document that consists solely of the disclosure, that a Consumer Report may be obtained.
   - User will obtain prior written authorization from the consumer and retain such authorization for a period of five (5) years.
   - The information obtained will not be used in violation of any Federal or state law, including any equal opportunity law or regulation.
   - If user intends to take any adverse action based in whole or in part on the Consumer Report, a copy of the report and a summary of the consumer's rights will be provided to the consumer prior to taking adverse action. If LN has agreed to mail adverse actions letters on User's behalf, and if User chooses to take any adverse action based in whole or in part on a Consumer Report, before taking such adverse action, LN will, on User's behalf, comply with the notification requirements of 15 U.S.C. §1681b (b)(3)(A); provided, it shall be User's sole responsibility to advise LN of any candidates/employees to whom such adverse action notification is to be provided. LN will automatically mail a cover letter from User indicating that User intends to take adverse action based on the results of the investigation. In addition, a copy of the Consumer Report and Consumer Rights Statement will be sent to those Candidates who do not satisfy User's hiring criteria. Thereafter, LN, will, on User's behalf, mail the notice required by 15 U.S.C. §1681m. If any such notice is returned as undeliverable, LN will use commercially reasonable attempts to notify User that such letter has been returned.

4. User acknowledges that the FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

See **Notice to Users of Consumer Reports: Obligations of Users Under the FCRA** in Attachment A.
This certification supersedes any pre-dated certifications.

SECTION A: GLBA PERMISSIBLE PURPOSE

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations. Customer certifies it has the written consent of the consumer, and Customer further certifies it will use such information obtained from LN Services only for the purpose(s) to which such consumer has consented.

SECTION B: DPPA PERMISSIBLE USES

Some LN Services use and/or display personal information, the use of which is governed by the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has the written consent of the consumer to which the information pertains and further certifies it will use such information obtained from LN Services only for the purpose(s) to which such consumer has consented. The text of the DPPA may be found at http://uscode.house.gov/download/pls/18C123.txt.

PART 6 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in Schedule A to this Agreement to Customer, subject to the terms and conditions herein and in the Contract. This Agreement shall encompass any and all delivery methods for the LN Services.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and the data delivered in connection therewith, 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 employment purposes. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third party. Customer agrees that, if LN determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering 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 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 data to create a competing product. Customer shall comply with all laws, regulations and rules which may, in LN's opinion, 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. § 1601 et seq.) and related state laws (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 at the time it requests information in connection with certain LN Services. In addition, Customer agrees it will certify, in writing, its permissible uses of GLBA Data in Part 5 and 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 (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. In addition, Customer agrees it will certify, in writing, its permissible uses of DPPA Data in Part 5 and recertify upon request by LN.

(iv.) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access Social Security Numbers or Driver's License Numbers (collectively "SSNs"). If Customer is authorized by LN to receive SSNs, and Customer obtains SSNs through the LN Services, Customer certifies it will not use the SSNs for any purpose other than as expressly authorized by LN policies. In addition to the restrictions on distribution otherwise set forth in Section 3 below, Customer agrees that it will not permit SSNs 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 SSNs and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or ftp without LN's prior written consent. LN may at any time and for any or no reason cease to provide SSNs to Customer.

(v.) Copyrighted Materials. Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LN Services.

3. **SECURITY/CUSTOMER DATA.** LN has adopted "Data Privacy Principles" ("Principles") 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. LN's Privacy Principles are available at www.lexisnexis.com/privacy. Customer agrees to do the following in order to preserve the security of the Services being provided pursuant to this Agreement:

(i.) Customer agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of LN Services through any methods, including unauthorized access through or to Customer's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Customer agrees that LN may temporarily suspend Customer's access for up to ten (10) business days pending an investigation of Customer's use or access. Customer agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, LN may immediately terminate this Agreement without notice or liability of any kind.

(ii.) Customer is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with LN. Customer shall manage all Account ID's, and notify LN promptly if any Account ID becomes inactive or invalid. Customer shall follow the policies and procedures of LN with respect to account maintenance as same may be communicated to Customer from time to time.

(iii.) In the event that Customer learns or has reason to believe that LN data has been disclosed or accessed by an unauthorized party, Customer will immediately give notice of such event to LN. Customer acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Customer shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

(iv.) Customer shall not, and shall not cause or permit others to, transmit, convey, compile, store, review, distribute or otherwise use outside of the United States, any data, including without limitation any personal information, received from LN hereunder.

4. **FCRA/MVR OBLIGATIONS.**

(i.) Customer acknowledges that LN has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (the "FCRA").

(ii.) In providing consumer reports, as that term is defined by the Fair Credit Reporting Act ("Consumer Reports"), LN agrees to do the following:

(a) Comply with all laws applicable to the making of Consumer Reports for employment purposes, including the Fair Credit Reporting Act (the "FCRA").

(b) Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Section 14 below, and reinvestigate if requested by the Customer without further charge if the information was incorrect.

(c) Disclose, upon request from the consumer who is the subject of the Consumer Report (the "Consumer"), the information reported, reinvestigate any information disputed by the Consumer at no charge to the Customer and take any necessary corrective action with the Consumer and the Customer.

(iii.) Customer agrees to do the following:

(a) Keep all Consumer Reports, whether oral or written, strictly confidential and restrict the use of the information in the Consumer Reports by Customer and its authorized personnel to employment purposes in compliance with applicable law. No information from Consumer Reports will be given or resold to any other "person" or "user". Subject to Part 5, Section 3, if the Consumer, or his or her representative, requests Consumer Report information, that person may be referred to LN for disclosure under the FCRA or other applicable laws.

(b) In the event Customer is governed by a state "Sunshine Law", or other law, ordinance or requirement which would consider or treat LN's Background Reports as public record information, the following shall apply: Customer agrees that although disclosure of public record information is generally required under the state Sunshine Law, Customer will be prohibited under this Agreement from disclosing the contents of Background Reports delivered hereunder pursuant to the FCRA, Section 1681t. This Section states that to the extent that state law conflicts with any provision of the terms of the FCRA, the terms of the FCRA shall take precedence. Customer further agrees that it will notify LN in the event that disclosure of any information contained in a LN Background Report is requested and refrain from requesting any further Background Reports until LN has reviewed the situation and has authorized Customer, in writing, to resume its request for information.

(c) Comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a Consumer Report on a Vermont resident.

(d) Customer shall comply with all relevant privacy and antidiscrimination laws in using any information provided by LN. Any adjudication matrix or instructions relating to Customer's use of LN's Candidate Data Capture system that Customer has provided to LN for use in adjudicating background reports or implementing the services provided by such system have been reviewed by Customer's legal counsel and comply with federal, state, and local privacy and anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; New York State General Business Law §§ 380 et seq.; New York Executive Law §§ 296(1), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10).

(iv.) If Customer purchases motor vehicle records ("MVRs") from LN, Customer agrees to the following:

(a) Comply with the DPPA and similar state statutes, including using MVRs only for purposes permitted by the DPPA.

(b) Customer shall not retain or store any LN provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Customer may keep a copy of a Consumer's MVR in the Consumer's personnel/volunteer file.

(c) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before serving Customer with state MVRs.

(d) With regard to LN provided MVRs originating from the states of Pennsylvania, Washington, and West Virginia, Customer shall not disseminate or publish personal information contained in such MVRs via the Internet.

(e) Customer shall not publish Virginia MVRs or any information derived from Virginia MVRs via e-mail. However, Customer may disseminate Virginia MVRs via the Internet through use of a secure Internet connection.

(f) If Customer orders an MVR from the state of Alaska for any purpose, Customer shall obtain the written authorization of the Consumer before ordering such MVR.

(g) Prior to requesting any MVR from the State of Washington, Customer agrees (i) to obtain from the Consumer a written statement authorizing the release of the MVR and (ii) execute an attestation that the information in the MVR is necessary to determine whether the individual should be employed to operate a school bus or commercial vehicle upon public highways. LN will provide a copy of the required release and attestation to the Customer. Customer agrees to retain each release and attestation for a period of not less than two (2) years. Any MVR received from the State of Washington must be deleted within one (1) year, of receipt unless longer retention is required by Federal law.

(h) If Customer orders an MVR from the Commonwealth of Virginia, Customer must retain the Consumer's authorization for at least five (5) years after the date the MVR was requested. Any Virginia motor vehicle data shall be considered Confidential Information as defined by Virginia statutes. Any unauthorized disclosure and misuse of Virginia motor vehicle data or any information derived

therefrom shall be subject to the penalties set forth in VA Code §§ 46.2-208 through 46.2-216.2 and § 46.2-380 and the DPPA. Customer agrees to make available to Virginia Interactive, Virginia Department of Motor Vehicles (collectively, the "Virginia DMV"), or the authorized representative of either of them, at any reasonable time, documentation of each and every inquiry and Virginia motor vehicle data access made. Customer shall indemnify and hold the Virginia DMV harmless for any unauthorized disclosure and/or misuse of Virginia motor vehicle data by Customer.

(i) With regard to MVR data originating from the state of West Virginia, Customer shall indemnify the state of West Virginia from any wrongful use of the MVR data.

(j) If Customer orders an MVR from the territory of Puerto Rico for any purpose, Customer shall obtain the written authorization of the Consumer before ordering such MVR.

(k) Prior to requesting an MVR on a Consumer that is under the age of eighteen (18) from the State of Hawaii, Customer agrees to have the Juvenile Information Release Form executed.

(l) If Customer orders an MVR from the Commonwealth of Kentucky or the State of Utah, Customer shall obtain the written authorization of the Consumer before ordering such MVR. Customer acknowledges and agrees such consent will not predate the request for an MVR by more than ninety (90) days if it is for a Utah MVR.

(m) If Customer orders MVRs from the State of Indiana, Customer shall not retain such MVRs except as integrated into the intended use, and Customer must permanently destroy all such MVRs once they have been put to their intended use, except as otherwise required to be maintained for auditing purposes. As required by Ind. Code § 24-4.9-3-3.5 (c), Customer shall not dispose of records or documents containing unencrypted and/or un-redacted personal information of Indiana residents without shredding, incinerating, mutilating, erasing, or otherwise rendering the personal information illegible or unusable. Customer shall not disseminate Indiana MVRs except within the Customer's organization and only by a secure means. Customer agrees to indemnify In.gov and the State of Indiana from all losses damages, judgments, liabilities, costs and expenses (including, but not limited to cost of notice), that arise out of the Customer's misuse, misappropriation, or any other act or omission with respect to laws restricting access to and/or disclosure of Indiana MVRs. Customer must maintain, and make available for inspection by the State of Indiana or its designees, upon request, for at least 5 years, records concerning 1) each person or entity that received the information contained in Indiana MVRs, and 2) the permitted use for which such information was obtained and revealed.

(n) If Customer orders MVRs from the State of New Mexico, Customer shall report to LN the following occurrences promptly upon the discovery of: (a) any known misuse of and/or breach of security or confidentiality involving a New Mexico MVR furnished to Customer; (b) any litigation or notice of claim involving the content or handling of a New Mexico MVR furnished to Customer (such an occurrence shall be reported by Customer to LN within three (3) business days of service of process); or (c) any non-monetary breach of the Agreement by Customer (such an occurrence shall be reported by Customer to LN within five (5) business days of discovering such breach). End Users shall be capable of generating, within seven (7) days of a request by LN or the New Mexico MVD, a history of its disclosures over time of any New Mexico MVRs obtained under this Agreement. The use of New Mexico MVRs is restricted to use, one time, for a legitimate purpose. Customer must destroy all such records remaining in its possession when they are no longer needed for Customer's purposes after its use or as required by State or Federal law. Customer agrees to destroy the New Mexico MVRs (except insofar as the information is incorporated into the permitted use) after their use. Customer agrees to indemnify, hold harmless, and release NM Interactive and the State of New Mexico and their employees, agents and contractors from and against any and all loss, damages of any kind, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance, disclosure, or use of any data contained in any New Mexico MVRs by Customer, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of New Mexico) as they may result from the actions or inactions of the State of New Mexico, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of NM Interactive) as they may result from the actions or inactions of NM Interactive, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees.

5. **PRICING SCHEDULE.** LN agrees to provide the services requested by Customer and set forth in the attached Schedule A for the fees listed on the attached Schedule A. The fees listed on 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.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the information delivered as part of the LN Services, programs or computer applications. Customer acknowledges that LN (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services obtained through Customer's Account IDs, whether or not such Account ID is used by Customer or a third party, provided access to the Account ID is not the result of use by a person formerly or presently employed by LN or who obtains the Account 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.

8. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term.

9. **GOVERNING LAW.** State of Michigan law (without application of the conflicts of laws principles thereof) will govern this Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

10. **ASSIGNMENT.** The license granted pursuant to this Agreement to Customer to use the LN Services may not be assigned by Customer, in whole or in part, without the prior written consent of LN. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.

11. **WARRANTIES.** LN does not make and hereby disclaims any warranty, express or implied, with respect to the LN Services provided hereunder; provided, however, that LN does hereby warrant that LN has complied with the law and applicable third-party data provider contracts in providing the LN Services. 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.

12. **INDEMNIFICATION/LIMITATION OF LIABILITY.** To the extent permitted by applicable state or federal law and to the extent permitted under available state funding. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all Losses arising from or in any way related to its breach of the warranty made in Section 11 hereof regarding authorized provision of the data. Except for LN's indemnification obligations set forth in this Section 12, neither LN, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of Sections 11 and 12, LN, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LN") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any Losses arising out of or caused in whole or in part by LN's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LN Services. Notwithstanding anything herein to the contrary, the indemnification obligations set forth herein shall not apply to any Losses arising from adverse action letter mailing services performed by LN.

13. **PERFORMANCE.** LN will use 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. 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.

14. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for the LN Services, Audit, and disclaimer of warranties shall survive any termination of the license to use the LN Services.

15. **AUDIT.** LN shall have the right to conduct periodic audits of Customer's compliance with this Agreement and applicable law. In addition, certain third party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Customer either directly or through LN. The scope and frequency of any audit shall be at the reasonable discretion of LN but will be subject to requirements imposed by third party vendors. LN will provide reasonable notice prior to conducting any audit provided that LN has received reasonable notice from any third party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by LN, including, but not limited to, immediate termination of this Agreement.

16. **RESERVED.**

17. **RESERVED.**

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.

19. **CUSTOMER CHANGE.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services. LN reserves the right to terminate Customer's access to the LN Services or terminate the license to use the LN Services without further notice upon receipt of any change in Customer's status which in LN's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement. Notify LN if Customer changes its address or name.

20. **RELATIONSHIP OF PARTIES.** None of the parties shall at any time represent that it is the authorized agent or representative of the other.

21. **CHANGE IN AGREEMENT.** Changes to this Agreement can only be made under mutual consent of the parties and by a written instrument signed by the State and LN; which such changes shall be incorporated into the Contract.

22. **CONFIDENTIALITY**. The term "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other

Party ("Recipient") or to which Recipient obtains access and that relates to Discloser. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Each of the Parties, as Recipient, hereby agrees that it shall not disclose Confidential Information of the other Party to any third party during or after the Term of this Agreement, other than on a "need to know" basis and then only to: (a) Recipient's employees; (b) its agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; and (c) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon expiration or termination of this Agreement for any reason or at the written request of either Party during the Term of this Agreement, Recipient shall promptly return to the Discloser, at such Discloser's direction, all of Discloser's Confidential Information in the possession of Recipient, subject to and in accordance with the terms and provisions of this Agreement. To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall reasonably cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. All Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of the Discloser.

23. **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.

24. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement, which is part of the Contract, constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of the LN Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application. LN may transfer or assign this Agreement to any division, corporation or other business entity controlled by or under the common control of LN or the company's corporate successors or assigns.

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.

IN WITNESS WHEREOF, the authorized representative of Customer has duly executed this Agreement.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

ATTACHMENT A TO ATTACHMENT D

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

1. **OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

(i.) Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a) (1)• As instructed by the consumer in writing. Section 604(a) (2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a) (3) (C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section604(a) (3) (F) (i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a) (3) (D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a) (3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a) (4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

(ii.) Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

(iii.) Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

(a) Adverse Actions Based on Information Obtained From a CRA. If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

(b) Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies
If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1)requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

(c) Adverse Actions Based on Information Obtained From Affiliates
If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

(iv.) Users Have Obligations When Fraud and Active Duty Military Alerts are in Files
When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

(v.) Users Have Obligations When Notified of an Address Discrepancy
Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

(vi.) Users Have Obligations When Disposing of Records
Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

2. **CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**
If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

3. **OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**
(i.) Employment Other Than in the Trucking Industry
If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

(ii.) Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

4. **OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

5. **SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

6. **OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

7. **OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603 (l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

8. **OBLIGATIONS OF RESELLERS**

(i.) Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  (1) The identity of all end-users;
  (2) Certifications from all users of each purpose for which reports will be used; and
  (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

(ii.) Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

(iii.) Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

9. **LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. [Sections 616, 617 and 621] In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 603 15 U.S.C. 1681a	Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c	Section 605A 15 U.S.C. 1681Ca	Section 605B 15 U.S.C. 1681Cb
Section 606 15 U.S.C. 1681d	Section 607 15 U.S.C. 1681e	Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g	Section 610 15 U.S.C. 1681h	Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j	Section 613 15 U.S.C. 1681k	Section 614 15 U.S.C. 1681*l*
Section 615 15 U.S.C. 1681m	Section 616 15 U.S.C. 1681n	Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p	Section 619 15 U.S.C. 1681q	Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s	Section 622 15 U.S.C. 1681s-1	Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t	Section 625 15 U.S.C. 1681u	Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w	Section 628 15 U.S.C. 1681x	Section 629 15 U.S.C. 1681y

Attachment E – LexisNexis Exhibit D

LexisNexis

Tenant Screening Application & Agreement

LexisNexis Screening Solutions Inc. ("LN") provides various FCRA products and services (the "LN Services"). The information submitted on this Tenant Screening Application and Agreement will be used to determine the Customer's (as defined in Parts one and two below) eligibility for accessing the 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.

Each Application & Agreement must be accompanied by copies of the following required documents:

One of the following active documents:		Two of the three documents:
• Articles of Incorporation or Articles of Organization • 501 (c)(3) Certification (issued by the IRS or State Revenue Dept.) • Articles of Partnership • Professional License (for the entity requesting the LN Service)	**OR**	• Business License • Federal or State Tax ID Certificate • Declarations Page from a Commercial Insurance Policy

AND, provide one of the following:

- Three completed (signed) rental applications within the last 90 days
- Document filings in Landlord/Tenant Court with proof of filing
- Name and telephone number of local/regional/national apartment association in which customer has membership.

If Customer has been in business for less than one year, provide copies of two of the following documents in the name of the Customer at the address below:

- Current utility bill (electric, gas, water, or phone within the last 60 days)
- Current bank statement (within the last 60 days) (online bank statements are acceptable)
- Declarations Page from a Commercial Insurance Policy
- Lease agreement or property ownership document for the entity requesting the LN Service

Note: If you lease your business premises, a copy of the lease may be required

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

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

Company Name _____

Physical Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____ Company Web Address _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____

Email Address _____

Admin IP Address * _____

*Contact your IT department, your Internet Service provider, or go to www.whatismyip.com to find your IP address.

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____

Email Address _____

Admin IP Address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that 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 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: BUSINESS PROFILE (Customer must provide Business Documentation if applicable.)

☐ Publicly Traded Company Ticker Symbol _____ Exchange _____

☐ Private Corporation ☐ Sole Proprietor* ☐ Partnership* ☐ LLC State of _____

*Sole Proprietors and Partnerships – Additional Information Form required

Subsidiary ☐ Yes ☐ No Parent Company _____ No of Years in business _____

No. of Employees _____ Federal Employer ID Number _____ SIC Code: _____

Reseller ☐ Yes ☐ No

SECTION C: TYPE OF BUSINESS (select all that apply)

☐ Property Management ☐ Property Owner ☐ Other (if other is checked, please explain in the space provided below)

Describe _____

SECTION D: HOW WILL CUSTOMER ACCESS THE LN SERVICES (select all that apply)

☐ Server (system to system) ☐ Internet/PC ☐ Fax

☐ Other _____

SECTION E: VENDOR REFERENCE RELEASE (Please list at least one current Business to Business Vendor Reference for Credentialing)

Company Name: _____ Contact: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Account Number (if applicable) _____

Company Name: _____ Contact: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Account Number (if applicable) _____

SECTION F: SITE VISIT INFORMATION

Site visits are required. Customer agrees to authorize such site visit. 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: _____ Contact Phone: _____

Contact Email: _____

PART 3 - BILLING INFORMATION

SECTION A: 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 permission to LN to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____

Telephone _____ Email Address _____

Billing Address _____

City _____ State _____ Zip _____

SECTION B: 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

Subscriber is or may become a "User" of LN "Consumer Reports" as those terms are defined under the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) (the "FCRA"), and as such is certifies as follows:

1. The nature of the business is: _____

2. User orders Consumer Reports from LN for the following purposes under the FCRA and as such reports will not be used for any other purpose:

Please check below:

☐ In connection with applications for apartment or other property rentals initiated by the consumer, a legitimate business need pursuant to FCRA § 604(a)(3)(F).

3. User acknowledges that the FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

See **Notice to Users of Consumer Reports: Obligations of Users Under the FCRA** in Attachment A.
This certification supersedes any pre-dated certifications.

4. Consumer Reports, as defined in the FCRA, will not be ordered for employment purposes, which term includes initial employment, promotion, reassignment or retention as an employee.

(a) When taking any adverse action based in whole or in part on the Consumer Report, the Customer shall provide to the Consumer written notice of the adverse action containing the information required under the FCRA and of the consumer's right (i) to obtain a copy of the report and (ii) to dispute the accuracy or completeness of any information in the report.

(b) With respect to Consumers who are California residents, Customer certifies that prior to ordering an Investigative Consumer Report, as defined in the California Investigative Consumer Reporting Agencies Act, as amended, Cal. Civ. Code §1786 et. seq. (the "Code"), Customer will:

Notify the Consumer in writing that an Investigative Consumer Report regarding the Consumer's character, general reputation, personal characteristics, and mode of living will be made. Such notification shall include the name, address and telephone number of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the Code. Further, Customer shall have the consumer authorize in writing the procurement of the report on the disclosure form.

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in Schedule A to this Agreement to Customer, subject to the terms and conditions herein and in the Contract. This Agreement shall encompass any and all delivery methods for the LN Services.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and the date delivered in connection therewith, 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 only be for tenant screening purposes, as applicable. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third party. Customer agrees that, if LN determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering 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 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 data to create a competing product. Customer shall comply with all laws, regulations and rules which may, in LN's opinion, 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.) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access Social Security Numbers or Driver's License Numbers (collectively "SSNs"). If Customer is authorized by LN to receive SSNs, and Customer obtains SSNs through

the LN Services, Customer certifies it will not use the SSNs for any purpose other than as expressly authorized by LN policies. In addition to the restrictions on distribution otherwise set forth in Section 3 below, Customer agrees that it will not permit SSNs 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 SSNs and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or ftp without LN's prior written consent. LN may at any time and for any or no reason cease to provide SSNs to Customer.

(iii.) Copyrighted Materials. Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LN Services.

3. **SECURITY/CUSTOMER DATA.** With respect to personally identifiable information regarding consumers, the Parties further agree as follows: LN has adopted the "LN Privacy Principles" ("Principles") 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. LN's Privacy Principles are available at www.privacyatchoicepoint.com. Customer agrees to do the following in order to preserve the security of the Services being provided pursuant to this Agreement:
(i.) Customer agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of LN Services through any methods, including unauthorized access through or to Customer's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Customer agrees that LN may temporarily suspend Customer's access for up to ten (10) business days pending an investigation of Customer's use or access. Customer agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, LN may immediately terminate this Agreement without notice or liability of any kind.

(ii.) Customer is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with LN. Customer shall manage all Account ID's, and notify LN promptly if any Account ID becomes inactive or invalid. Customer shall follow the policies and procedures of LN with respect to account maintenance as same may be communicated to Customer from time to time.

(iii.) In the event that Customer learns or has reason to believe that LN data has been disclosed or accessed by an unauthorized party, Customer will immediately give notice of such event to LN. Customer acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Customer shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

(iv.) Customer shall not, and shall not cause or permit others to, transmit, convey, compile, store, review, distribute or otherwise use outside of the United States, any data, including without limitation any personal information, received from LN hereunder.

4. **FCRA.**

(i.) Customer acknowledges that LN has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

(v.) Customer agrees to do the following:

(b) Keep all Background Reports, whether oral or written, strictly confidential and restrict the use of the information in the Background Reports by Customer and its authorized personnel to employment purposes in compliance with applicable law. No information from Background Reports will be given or resold to any other "person" or "user". Subject to Section 3(b), if the Consumer, or his or her representative, requests Background Report information, that person may be referred to LN for disclosure under the FCRA or other applicable laws.
(c) Hold LN and its affiliated companies, and the officers, agents, employees, and independent contractors of LN and its affiliates harmless on account of any expense or damage resulting from the procurement, use or publication by Customer, or the employees or agents of the Customer, of Background Report information contrary to the terms of this Agreement or contrary to state/federal law or regulation.
(d) Comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a consumer report on a Vermont resident.

5. **PRICING SCHEDULE.** LN agrees to provide the services requested by Customer and set forth in the attached Schedule A for the fees listed on the Schedule A attached hereto or subsequently incorporated by reference. The fees listed on 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.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the information delivered as part of the LN Services, programs or computer applications. Customer acknowledges that LN (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights. Customer acknowledges that LN may use Customer's search inquiry data used to access the LN Services for any purpose consistent with applicable federal, state and local laws, rules and regulations.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services obtained through Customer's Account IDs after the expiration of a free trial if applicable, whether or not such Account ID is used by Customer or a third party, provided access to the Account ID is not the result of use by a person formerly or presently employed by LN or who obtains the Account 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.

8. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term.

9. **TERMINATION.** Except where an attached Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

10. **GOVERNING LAW.** State of Michigan law (without application of the conflicts of laws principles thereof) will govern this Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

11. **ASSIGNMENT.** The license granted pursuant to this Agreement to Customer to use the LN Services may not be assigned by Customer, in whole or in part, without the prior written consent of LN. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.

12. **WARRANTIES.** LN does not make and hereby disclaims any warranty, express or implied, with respect to the LN Services provided hereunder; provided, however, that LN does hereby warrant that LN has complied with the law and applicable third-party data provider contracts in providing the LN Services. 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.

13. **INDEMNIFICATION/LIMITATION OF LIABILITY.** To the extent permitted by applicable state or federal law and to the extent permitted under available state funding. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all Losses arising from or in any way related to its breach of the warranty made in Section 12 hereof regarding authorized provision of the data. Except for LN's indemnification obligations set forth in this Section 13, neither LN, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, LN, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LN") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any Losses arising out of or caused in whole or in part by LN's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LN Services. Notwithstanding anything herein to the contrary, the indemnification obligations set forth herein shall not apply to any Losses arising from adverse action letter mailing services performed by LN.

14. **PERFORMANCE.** LN will use 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. Customer understands that some of the Consumer Report information returned by LN on individual Consumers may contain insufficient identifiable information to ensure a positive match. Therefore, Customer shall employ commercially reasonable procedures to verify that Consumer Report information returned by LN appropriately matches the Consumer who is the subject of such reports. 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.

15. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for the LN Services, Audit, and disclaimer of warranties shall survive any termination of the license to use the LN Services.

16. **AUDIT.** LN shall have the right to conduct periodic audits of Customer's compliance with this Agreement and applicable law. In addition, certain third party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Customer either directly or through LN. The scope and frequency of any audit shall be at the reasonable discretion of LN but will be subject to requirements imposed by third party vendors. LN will provide reasonable notice prior to conducting any audit provided that LN has received reasonable notice from any third party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by LN, including, but not limited to, immediate termination of this Agreement.

17. **RESERVED.**

18. **RESERVED.**

19. **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.

20. **CUSTOMER CHANGE.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services. LN reserves the right to terminate Customer's access to the LN Services or terminate the license to use the LN Services without further notice upon receipt of any change in Customer's status which in LN's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement. Notify LN if Customer changes its address or name.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall at any time represent that it is the authorized agent or representative of the other.

22. **CHANGE IN AGREEMENT.** Changes to this Agreement can only be made under mutual consent of the parties and by a written instrument signed by the State and LN; which such changes shall be incorporated into the Contract.

23. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement, which is part of the Contract, constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of the LN Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application. LN may transfer or assign this Agreement to any division, corporation or other business entity controlled by or under the common control of LN or the company's corporate successors or assigns.

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.

IN WITNESS WHEREOF, the authorized representative of Customer has duly executed this Agreement.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

ATTACHMENT B – Customer Property List to ATTACHMENT E

You do not need to return Attachment A to LexisNexis Screening Solutions.

Remainder of the page intentionally left blank.

ATTACHMENT A TO ATTACHMENT E

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

1. **OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

(i.) Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a) (1)• As instructed by the consumer in writing. Section 604(a) (2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a) (3) (C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section604(a) (3) (F) (i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a) (3) (D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a) (3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a) (4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

(ii.) Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

(iii.) Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

(a) Adverse Actions Based on Information Obtained From a CRA. If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

(b) Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies
If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1)requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

(c) Adverse Actions Based on Information Obtained From Affiliates
If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

(iv.) Users Have Obligations When Fraud and Active Duty Military Alerts are in Files
When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

(v.) Users Have Obligations When Notified of an Address Discrepancy
Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

(vi.) Users Have Obligations When Disposing of Records
Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

2. **CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**
If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

3. **OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**
(i.) Employment Other Than in the Trucking Industry
If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the

FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

(ii.) Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

4. **OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

5. **SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

6. **OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

7. **OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603 (l), 604(c), 604(e), and 615(d). This practice is known as "prescreening"

and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

8. **OBLIGATIONS OF RESELLERS**

(i.) Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  (1) The identity of all end-users;
  (2) Certifications from all users of each purpose for which reports will be used; and
  (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

(ii.) Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

(iii.) Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

9. **LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. [Sections 616, 617 and 621] In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 603 15 U.S.C. 1681a	Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c	Section 605A 15 U.S.C. 1681Ca	Section 605B 15 U.S.C. 1681Cb
Section 606 15 U.S.C. 1681d	Section 607 15 U.S.C. 1681e	Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g	Section 610 15 U.S.C. 1681h	Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j	Section 613 15 U.S.C. 1681k	Section 614 15 U.S.C. 1681/
Section 615 15 U.S.C. 1681m	Section 616 15 U.S.C. 1681n	Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p	Section 619 15 U.S.C. 1681q	Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s	Section 622 15 U.S.C. 1681s-1	Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t	Section 625 15 U.S.C. 1681u	Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w	Section 628 15 U.S.C. 1681x	Section 629 15 U.S.C. 1681y

Attachment F – LexisNexis Exhibit E

LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM

SLG

STATE/LOCAL GOVERNMENT PER SEARCH PRICING
EFFECTIVE SEPTEMBER 1, 2009

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the former shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

_____
SUBSCRIBER

BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: _____
2. Address: _____

_____

3. County: _____
4. Country: _____
5. Telephone Number: _____
6. Telecopier Number: _____
7. Email Address: _____
8. Invoice Address (if different than 2) _____
9. Name of Contact, Telephone Number and E-mail Address for the following:

   Installation: _____ _____ _____

   Billing: _____ _____ _____

   Policy/Legal Notification: _____ _____ _____

   Scheduling/Training: _____ _____ _____
10. Entity Web Address _____

CUSTOMER CREDENTIALING PROCESS

As a global provider of information, LexisNexis is taking a proactive approach to protect consumers and our customers. One aspect of this approach is the credentialing of customers. LexisNexis has built a strong, process-controlled system to protect sensitive information from those individuals without a permissible use to view such data; it is essential that LexisNexis knows who is requesting that data, what is being requested, and why to meet both contractual obligations with data providers and internal control standards. LexisNexis is entrusted with highly sensitive, personally identifiable information and takes this responsibility very seriously.

LexisNexis respects the privacy of your personal information. Information obtained during the credentialing process will not be used for any other purpose.

MAIN CONTACT INFORMATION - An individual designated as a Main Contact will be presumed to have authority to verify account information and request changes to said information. For credentialing purposes only, each Main Contact must provide the following information requested below. Credentialing will be performed on the principals and individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone contact with the individual(s) listed below; please provide a business telephone number through which the Main Contact may be reached. LexisNexis respects the privacy of your

personal information; information obtained during the credentialing process will not be used for any other purpose. For more detailed information, please see LexisNexis' Privacy Statement at http://www.lexisnexis.com/terms/privacy.

Last Name _____ First Name _____ M.I. _____
Title _____ Telephone _____
Email Address _____
1. First five digits of your Social Security number _____ - _____
2. Full date of birth _____
3. Complete Home Address _____
4. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name _____ First Name _____ M.I. _____
Title _____ Telephone _____
Email Address _____
1. First five digits of your Social Security number _____ - _____
2. Full date of birth _____
3. Complete Home Address _____
4. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

AGENCY INFORMATION

Subscriber certifies that Subscriber has not been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Subscriber 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 laws (the "DPPA"), the Fair Credit Reporting Act (15 U.S.C.§ 1681 et seq.) ("FCRA"), the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. § 1692-1692p) or similar legal or regulatory guidelines. If any such matter has occurred, Subscriber shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

PERMISSIBLE USE CERTIFICATION – Please select all choices applicable to the organization.

GLBA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to GLBA data.)

		No permissible use;
	1.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
	1. (B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (***Accurint Only***);
	2.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
	3.	In required institutional risk control programs;
	4.	In resolving customer disputes or inquiries;
	5.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer;
	6.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer;
	7.	In complying with federal, state, or local laws, rules, and other applicable legal requirements;
	8.	To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety.

DPPA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will only use such information obtained from LexisNexis

Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to DPPA data.)

		No permissible use;
	1.	In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation;
	2.	To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud;
	3.	Use by a government agency but only in carrying out its functions;
	4.	Use by any person acting on behalf of a government agency but only in carrying out the agency's functions;
	5.	Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting;
	6.	In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer);
	7.	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. (Accurint Only)

With regard to the information that is subject to the DPPA, some state law 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 only use the information described in Sections A and B of this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Customer acknowledges by signing above that completion of this document does not guarantee successful credentialing or the creation of a LexisNexis account.

Customer agrees that the Main Contact may be contacted and provide any additional information, if needed, in order to process this credentialing request.

Customer I.D. Information (Please type or print)		
ID Holders' Names (additional sheet attached☐)	**ID Holders' Titles/Positions**	**ID No. (LN to fill in)**

SLG

EXHIBIT A To Attachment F
General Terms and Conditions
State/Local Government Per Search Pricing
September 1, 2009

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in upper or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to your market (the "Price Schedule").

1. **GRANT OF RIGHTS; RESTRICTIONS ON USE**
1.1 You and the Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the means of display is not through the internet, an intranet or other types of networking communication like LANs, WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under the Subscription Agreement or until the Subscription Agreement is terminated, whichever occurs first;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; and (2) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance.

For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and the Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and the Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor the Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof except the limited license set forth herein.

1.5 You and the Authorized Users may not use the Online Services or Materials in any fashion that infringes the

intellectual property rights or proprietary interests of LN or any third party.

1.6 You and the Authorized Users may not remove or obscure the copyright notice or other notices contained in Materials.

1.7 You and the Authorized Users may not use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into the Subscription Agreement.

2. **ACCESS TO SERVICES**

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that such an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

3. **LIMITED WARRANTY**

3.1 LN represents and warrants that it has the right and authority to make the Online Service and Materials available to you and the Authorized Users as authorized expressly by the Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY**

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THE SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY

TO YOUR (AND YOUR AUTHORIZED USERS) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with the Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing; or (iii) terminate the Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. **MISCELLANEOUS**

5.1 These General Terms and Conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions of these General Terms and Conditions may be changed by LN immediately upon notice to you. If any changes are made to these General Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or the Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate the Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change to these General Terms and Conditions constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, the Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate the Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing the Online Services to any Authorized User without affecting other Authorized Users without notice and pursue any other legal remedies if you or any Authorized User fails to comply with any obligations under the Subscription Agreement.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under the Subscription Agreement to access and use the Online Services and Materials without the prior written consent of LN, which consent shall not be unreasonably withheld. The Subscription Agreement and any amendment thereto and shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide information to its customers is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions. You acknowledge and agree that LN will perform a due diligence review of you and that the due diligence review will be heightened if you desire access to sensitive information. You agree to reasonably cooperate with LN to provide all information reasonably necessary for LN to comply with applicable laws. You further acknowledge and agree that if you fail to cooperate with LN's due diligence review, LN may decline to provide you with access to the Online Services or to certain types of information. If you have entered into a fixed price amendment with LN but LN is unable to provide you with some of the Materials in your subscription due to your non-cooperation, LN may restrict your access in order to comply with applicable law but will be under no obligation to reduce your monthly commitment. In the rare case that LN is unable to provide you with access to any of the Materials available in the Online Services, LN will terminate the Subscription Agreement and any applicable fixed price amendment without fine or penalty to you. *Finally, you also agree that during the term of the Subscription Agreement LN may perform periodic reviews of your use of regulated data in order to comply with regulatory, data security, privacy and license restrictions, and that the reviews may include, but are not necessarily limited to, asking you to verify your permissible purpose for accessing such data. You agree to cooperate with*

LN in any such review and to promptly produce all records and documentation reasonably requested by LN for this purpose.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the LN Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID (a "User") should access or use regulated data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the regulated data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User; and (e) all such notifications and claims related to your Security Event will be solely at your expense.

----------**END OF EXHIBIT A**----------

5.8 The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Michigan regardless of the law that might otherwise apply under applicable principles of conflicts of law.

5.9 The Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of the Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 The Subscription Agreement and Contract 071B0200322 constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.