



## **STATE OF OKLAHOMA STATEWIDE CONTRACT WITH LEXISNEXIS RISK SOLUTIONS FL INC.**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and LexisNexis Risk Solutions FL Inc. (“Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one (1) year and there are four (4) one-year options to renew the Contract by the State.

### **Purpose**

This Statewide Contract is for a comprehensive Online Database Service for legal research, legal information, public records research, news, business information and data delivery for law enforcement and government. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize statewide contracts. A contract may be awarded to one or more Suppliers.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation # 0900000514, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide 1046-specific terms, Attachment C;
  - 2.4. State of OK Information Technology terms, Attachment D;
  - 2.5. Portions of the Bid as revised, Attachment E
    - i. LexisNexis Risk Solutions Government Application, Attach E, Ex-1;
    - ii. LexisNexis Master Terms & Conditions - Government, Attach E, Ex-2;
    - iii. Non-FCRA Permissible Use Certification - Government, Attach E, Ex-3;
    - iv. FCRA Permissible Use Certification, Attach E, Ex-4;
    - v. FCRA Addendum, Attach E, Ex-5

- vi. Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum, Consortium Lead Agency, Attach E, Ex-6;
- vii. Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum, Consortium Sub-Agency, Attach E, Ex-7;
- viii. Contributory Network Services Addendum (Emailage and ThreatMetrix), Attach E, Ex-8
- ix. LexisNexis AmplifyID (formerly known as Risk Intelligence Network) - Government Addendum, Attach E, Ex-9;
- x. One Time Password Addendum, Attach E, Ex-10;
- xi. TRUEID Addendum, Attach E, Ex-11;
- xii. Tri-Merge Additional Terms, Attach E, Ex-12
- xiii. Revised LexisNexis Risk Solutions Accurant Pricing and Value-Added Products and/or Services, Attach E, Ex-13; and

2.6. Negotiated Exceptions to Contract, Attachment F.

3. The parties additionally agree:

- 3.1. except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.


Attachments referenced in this section are attached hereto and incorporated herein.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**LEXISNEXIS RISK SOLUTIONS FL INC.**

By:   
Joe McIntosh (Dec 21, 2023 09:39 CST)

By:  Haywood Talcove  
Digitally signed by Haywood Talcove  
Date: 2023.12.21 08:56:10 -05'00'

Name: Joe McIntosh

Name: Haywood Talcove

Title: CIO

Title: CEO (LNSSI)

Date: 12/21/2023

Date: December 21, 2023

**ATTACHMENT A**  
**SOLICITATION NO. 0900000514**  
**SW1046**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

This Statewide Contract is for a comprehensive Online Database Service for legal research, legal information, public records research, news, business information and data delivery for law enforcement and government. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize statewide contracts. A contract may be awarded to one or more Suppliers.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

**2. Contract Specifications**

- A. Contract specifications are set forth below as Exhibit 1.
- B. Exhibit 2- For Price sheet Template.

## **Exhibit 1**

### **A. Technical Specifications/Requirements**

Technical specification requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution.

1. Online access will be provided for legal research, legal information, public records research, and public records search platform that offers data delivery for law enforcement and government and must include, but is not limited to, legal research, public records research, legislative reporting, newsroom, business information and data delivery. End users must have the ability to download, print materials, and save result records and/or report records.
2. Supplier shall list and define in complete detail each plan individually and all available search engines offered within the specified plan.
3. Supplier shall provide unlimited access to all libraries applicable to law enforcement and government and provide product-, service- and/or plan-specific pricing and any other line-item pricing applicable to Supplier's products and services.
4. Supplier shall list each individual resource that is included in each primary library.
5. Supplier shall list each available database, feature and service that is excluded from the Monthly Charge per User in the primary libraries and services.
6. Supplier shall define pricing, and or rate per transaction for each excluded database, feature, and service.
7. Supplier shall submit fixed pricing per month per user for add-on libraries relative to all the libraries in its product line.

### **B. Online Data Delivery for Law Enforcement and Government Requirements**

1. Supplier shall propose a research platform designed to provide a vast amount of public records data and allow for federated searching using a single interface to search across multiple data sources and easy to read reports.
2. Supplier shall submit detailed applicable proposed pricing.

### **C. Data Delivery Report Requirements**

The proposed data delivery report shall be easy to read and shall contain and perform the following:

- a) Basic Report
- b) National Comprehensive Report
- c) Business Comprehensive Report

- d) Add Associates to Basic Report (applicable when a Basic Report is ordered)
- e) Add Associates to National Comprehensive Report (applicable when a National Comprehensive Report is ordered)
- f) Additional features to include capability to allow users to start or resume working immediately with saved documents and check search history and return to interrupted research at a later time or in a later session.

#### **D. Training**

- 1. Supplier shall provide training as required for proposed online legal research solution and the proposed data delivery solution.
- 2. Supplier must provide in pricing for individuals receiving training.

#### **E. Price**

- 1. Supplier shall provide price on Exhibit 2 cost response template.
- 2. **Price Increases** – Resources Defined and Identified as “**Excluded Charges**” Prior to being effective under the Contract, price increases for Databases and Features defined and identified as “Excluded Charges” shall be submitted to the attention of the contracting officer for approval prior to the proposed effective date of the price increase. Approval will be granted if the successful supplier(s) provides ample documentation showing that the cost to the supplier has been increased per a contract with a data contributor or if databases have been enhanced or are released after contract award.

#### **F. Value Add Offers**

The successful supplier(s) may present special offers or products that are beneficial or specific to an individual. The successful supplier shall invoice all value-added offers or products as a separate line item on the agency’s monthly billing.

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
  - A. any Addendum;
  - B. any applicable Solicitation;
  - C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D. the terms contained in this Contract Document;
  - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
  - F. any statement of work, work order, or other similar ordering document as applicable; and
  - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.



- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory



contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally



participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

#### **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

### **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
5005 North Lincoln Boulevard, Suite 300  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
5005 North Lincoln Boulevard, Suite 300  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or



condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## **ATTACHMENT C**

### **OKLAHOMA STATEWIDE 1046 CONTRACT TERMS**

#### **1. Statewide Contract Type**

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### **2. Orders and Addendums**

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

#### **3. Termination for Funding Insufficiency**

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

#### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

#### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

#### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:
  - a.** Procuring entity;
  - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

**6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

#### 1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,



personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **2 Termination of Maintenance and Support Services**

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 Compliance and Electronic and Information Technology Accessibility**

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

#### **4 Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

#### **5 Offshore Services**

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

#### **6 Compliance with Technology Policies**

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at [https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf).

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

**6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

## **7 Emerging Technologies**

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

## **8 Extension Right**

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

## **9 Source Code Escrow**

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## **10 Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## **11 Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 Intellectual Property Ownership**

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

## **13     Hosting Services**

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

**13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

## **14 Change Management**

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

## **15 Service Level Deficiency**

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

## **16 Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

**With a copy, which shall not constitute notice, to:**

Information Services Deputy Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105



## **Appendix 1 to State of Oklahoma Information Technology Terms**

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

### **A. Customer Data**

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

### **B. Data Security**

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

## **C. Security Assessment**

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

**D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
  - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
  - b. Make summary information regarding such procedures available to Customer at Customer's request;
  - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

## **G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

## **H. Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

## **I. Termination, Expiration and Suspension of Service**

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

## Appendix 2 to State of Oklahoma Information Technology Terms

### INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

### CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3<sup>rd</sup> party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

### DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes.** In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	



**Attachment E, Ex-1 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **LexisNexis Risk Solutions Government Application** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **LexisNexis Risk Solutions Government Application** or a document substantially similar in the form of this **LexisNexis Risk Solutions Government Application**.

## LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations			
Full legal name of agency:		Main phone number for address*:	
		*If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:		Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 mos:	
Website address:		External Agency IP Address (https://www.whatismyIP.com):	
External Agency IP Range – From:		External Agency IP Range – To:	
Agency information:			
<input type="checkbox"/> Federal Government		<input type="checkbox"/> Federal Law Enforcement	
<input type="checkbox"/> State Government		<input type="checkbox"/> State Law Enforcement	
<input type="checkbox"/> Local/Municipal Government		<input type="checkbox"/> Local/Municipal Law Enforcement	
<input type="checkbox"/> Other (please explain):			
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)			
Product Administrator or Main Contact (first & last name):		Title:	
E-Mail Address:		Admin IP Address:	
Required for local and municipal agencies:			
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:	
Section III – Billing Information			
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>		Title:	
Billing Address (street, city, state, zip):		Telephone:	
E-Mail Address:		Sales Tax Exempt:	
		<input type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption	
Do you require a PO number on invoice:			
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:			
Section IV – Business-to-Business Vendor Reference			
Required for local and municipal agencies:			
Company Name:		Contact:	
Business Address (street, city, state, zip):		Contact Phone Number:	
E-mail Address:		Account Number (if applicable):	

### Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:

Contact Phone:

Contact Email Address:

### Signature

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

Applicant Signature:

Date Signed:

Applicant Name:

Title:

Attachment E, Ex-2 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514

The **LexisNexis Master Terms & Conditions – Government** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **LexisNexis Master Terms & Conditions – Government** or a document substantially similar in the form of this **LexisNexis Master Terms & Conditions – Government**.

## LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of \_\_\_\_\_ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and \_\_\_\_\_ ("**Customer**"), with its principal place of business located at \_\_\_\_\_, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "**LN**").

**WHEREAS**, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

**WHEREAS**, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

**WHEREAS**, the Parties now intend for these Master Terms to supplement the Agreement, known as Oklahoma Statewide Contract No. 1046, governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

**NOW, THEREFORE**, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

### 1. SCOPE OF SERVICES/CUSTOMER

**CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean Oklahoma Statewide Contract No. 1046, these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms as well as those negotiated in Oklahoma Statewide Contract No. 1046 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. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, 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 Master Terms. 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 for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, 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.** Unless Customer has expressly opted out of receiving such 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.** Unless Customer has expressly opted out of receiving such 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) **Non-FCRA Use Restrictions.** The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA 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 in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA 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; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA 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 Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, 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, use the Non-FCRA 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 Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) **FCRA Services.** If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms and Oklahoma Statewide Contract No. 1046.

(vi) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "**QA Data**"). 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 these Master Terms, 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 these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) **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.

(viii) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: [www.lexisnexis.com/terms/risksupp](http://www.lexisnexis.com/terms/risksupp), Customer agrees, to the extent permitted by Oklahoma law, to comply with the Risk Supplemental Terms set forth therein. The Risk Supplemental Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, and the Risk Supplemental Terms, the order of precedence shall be as follows: these Master Terms, and the Risk Supplemental Terms.

(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) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

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

(xi) **Economic Sanctions Laws.** Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

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

(xiii) **Software.** To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe

the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

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) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (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; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, 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; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify 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](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any

unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and to the extent permitted by Oklahoma law. 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 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. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees) and to the extent permitted by Oklahoma law, reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer, to the extent permitted by law, shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

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

the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. All current and future pricing documents and Schedule(s) A as agreed upon by the parties 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. 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 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 promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the 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 under applicable law. 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 these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, 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 (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees..

8. **APPROPRIATION OF FUNDS.** Reserved.

9. **TERM OF AGREEMENT.** These Master Terms are 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 Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Reserved.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Except as provided in Oklahoma Statewide Contract No. 1046, neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The 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. **LIMITATION OF LIABILITY.** Reserved.

15. **INDEMNIFICATION.** Reserved.

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

17. **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 these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms,

including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

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 INFORMATION.** Customer certifies that 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, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) 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. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **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.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, to the extent permitted by Oklahoma law, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Changes made by LN pursuant to this clause shall be prospective in effect and shall be limited to those changes required to a) enable LN to comply with contractual obligations regarding scope and use of data obtained from third party licensors; b) enable LN to comply with applicable laws (e.g. privacy laws); or c) be made for all similarly situated customers. This Agreement may be terminated immediately upon written notice to LN if any change is unacceptable. Continued use of the LN Services following any change constitutes acceptance of the change but does not affect the foregoing termination rights. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or

prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions to the extent they do not conflict with Oklahoma law.

23. **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, to the extent permitted by Oklahoma law, that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **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 except as otherwise provided by law or the Contract.

25. **FORCE MAJEURE.** Reserved.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** Reserved.

28. **MISCELLANEOUS.** If any provision of these Master Terms 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 these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, the Oklahoma Statewide Contract No. 1046, including these Master Terms, constitute the final

written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services.

**Attachment E, Ex-3 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT** or a document substantially similar in the form of this **NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT**.

## NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**REQUIRED** Please describe your purpose of use: \_\_\_\_\_

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")  
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

**Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

### SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - **NOT APPLICABLE TO LAW ENFORCEMENT**

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

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

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

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

### SECTION 2. DPPA PERMISSIBLE USES - **NOT APPLICABLE TO LAW ENFORCEMENT**

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

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

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

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

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

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

### SECTION 3. QUALIFIED ACCESS

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

- ☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
- ☐ Customer is requesting access to QA Data. Complete the sections below.

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

### SOCIAL SECURITY NUMBERS

- ☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

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

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

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

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

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

#### DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

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

<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

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

<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

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

#### SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

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

- a. **DMF 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 DMF Agreement form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- 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 found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- 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 Certification 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 Certification governs Customer'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.

Customer'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. Customer 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 Customer 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 Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer 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:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification 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) Customer 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) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

## 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, to the extent not prohibited by law, 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 it 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](mailto: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](mailto: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. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **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.
9. **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 have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name

Title

Dated

(mm/dd/yy)

**Attachment E, Ex-4 to**  
**STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS**  
**RESULTING FROM SOLICITATION NO. 0900000514**

The **FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT** or a document substantially similar in the form of this **FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT**.

## FCRA PERMISSIBLE USE CERTIFICATION - GOVERNMENT

Customer (Agency) Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**REQUIRED** Please describe your purpose of use: \_\_\_\_\_

### SECTION 1. FCRA PERMISSIBLE PURPOSE

Customer, as a "User" of LexisNexis Risk Solutions Bureau LLC Consumer Reports, hereby certifies as follows:

1. The nature of Customer's business is: \_\_\_\_\_.
2. Customer's orders Consumer Reports from LN for the following purpose(s) under the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("**FCRA**") and such reports will not be used for any other purpose:

Please check **all** that apply (not all uses are available in every product):

- ☐ 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. 1681b (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. 1681b (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. 1681b (a)(3)(A).
  - ☐ For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681b (a)(3)(C).
  - ☐ For use, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation in accordance with 15 U.S.C. Sec. 1681b (a)(3)(E).
  - ☐ In connection with the assessment of the consumer's ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b (a)(3)(F)(i).
  - ☐ In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
  - ☐ In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
  - ☐ In response to a request by 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 accordance with 15 U.S.C. Sec. 1681b (a)(4), Customer makes the following certifications:
    - (A) the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level 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 Customer has provided at least 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.
  - ☐ For use in connection with a determination of the 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 in accordance with 15 U.S.C. Sec. 1681b (a)(3)(D).
  - ☐ For use in making firm offers of credit in connection with credit transactions that are not initiated by the consumer in accordance with 15 U.S.C. Sec. 1681b(c) and as fully set forth in, and under the terms and conditions of, the Prescreening Services Addendum.
  - ☐ With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681b (a)(2).
- If you have selected "with express written instructions of the consumer" above, please specify intended use: \_\_\_\_\_

3. 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.

## SECTION 2. QUALIFIED ACCESS

Customer may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), if LN deems it appropriate, through some LN Services.

☐ Customer is **NOT** requesting access to QA Data

☐ Customer is requesting access to QA Data.

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

## SECTION 3. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

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

- a. DMF 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 DMF Agreement form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- 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 found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- 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 Certification 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 Certification governs Customer'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.

Customer'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. Customer 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 Customer 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 Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer 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:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification 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) Customer 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) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

### 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, to the extent not prohibited by law, 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 it 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](mailto: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](mailto: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. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection

with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.

8. **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.
9. **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 have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name

Title

Dated

(mm/dd/yy)

**Attachment E, Ex-5 to**  
**STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS**  
**RESULTING FROM SOLICITATION NO. 0900000514**

The **FCRA Addendum to the LexisNexis Master Terms and Conditions** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **FCRA Addendum to the LexisNexis Master Terms and Conditions** or a document substantially similar in the form of this **FCRA Addendum to the LexisNexis Master Terms and Conditions**.

## FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)

This FCRA Addendum (the "**FCRA Addendum**") is entered into as of \_\_\_\_\_ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions Bureau LLC and its Affiliates** (hereinafter, "**LNRSB**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and \_\_\_\_\_ (hereinafter, "**Customer**"), with its principal place of business located at \_\_\_\_\_, each individually referred to as the "**Party**" and collectively as the "**Parties**."

**WHEREAS**, Customer has accepted the LexisNexis Master Terms and Conditions (form LNMTC) as part of the Oklahoma Statewide Contract No. 1046 (the "**Master Terms**") for the LN Services (as defined in the Master Terms); and

**WHEREAS**, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of FCRA LN Services (as defined below).

**NOW, THEREFORE**, LNRSB and Customer agree to be mutually bound by the additional terms and conditions of this FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

- 1. Fair Credit Reporting Act Obligations.** Customer certifies that when using the LN Services provided under this FCRA Addendum and identified in a Schedule A (as defined in the Master Terms) as an FCRA service (the "**FCRA LN Services**"), it will, to the extent permitted by Oklahoma law, comply with all applicable provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and to the extent permitted by Oklahoma law all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer, to the extent permitted by Oklahoma law certifies that (a) Customer, to the extent permitted by Oklahoma law, will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer, to the extent permitted by Oklahoma law, 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 FCRA LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as provided by the Customer in a separate certification, and will re-certify such permissible purpose to LNRSB upon request. Customer acknowledges that LNRSB 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.
- 2. General.** Customer and LNRSB agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the FCRA Addendum and the applicable Schedules A are collectively referred to as the "Agreement" for purposes of governing the provision and use of the FCRA LN Services.

### AUTHORIZATION AND ACCEPTANCE OF TERMS

**I HEREBY CERTIFY** that I am authorized to execute this FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

(mm/dd/yy)



**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](http://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](http://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. 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. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **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. 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 the CFPB.

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. Employment Other Than in the Trucking Industry**

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](http://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

**Attachment E, Ex-6 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Lead-Agency)** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Lead-Agency)** or a document substantially similar in the form of this **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Lead-Agency)**.

**Accurant Virtual Crime Center/Accurant Crime Analysis/  
LexisNexis Community Crime Map/  
AVCC XML Addendum**

**Consortium Lead-Agency**

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services under Oklahoma Statewide Contract No. 1046 (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

**I. Public Safety Data Exchange Database**

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
  - a. LN agrees to provide PSDEX information to Customer.
  - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
  - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
  - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
  - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
  - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
  - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
  - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
  - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
  - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

## **II. General Terms**

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, , non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

**Customer will not provide a de-identified subset of its data to third parties (initials \_\_\_\_\_).**

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use

is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

#### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

**Required:** Customer ORI number (Originating Agency Identifier): \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

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



## **Exhibit A**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### **1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### **2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

#### **3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### **4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### **5.00 Audit**

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### **6.00 Scope and Authority**

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**Attachment E, Ex-7 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Sub-Agency)** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Sub-Agency)** or a document substantially similar in the form of this **Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum (Consortium Sub-Agency)**.

**Accurant Virtual Crime Center/Accurant Crime Analysis/  
LexisNexis Community Crime Map/  
AVCC XML Addendum**

**Consortium Sub-Agency**

This Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurant Virtual Crime Center; Accurant Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency \_\_\_\_\_ and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services as part of Oklahoma Statewide Contract No. 1046 (such services agreement, the "Agreement"). As the Consortium Sub-Agency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. The LN Services subscribed to herein will be \_\_\_\_\_. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

**I. Public Safety Data Exchange Database**

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
  - a. LN agrees to provide PSDEX information to Customer.
  - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
  - c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
  - d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
  - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
  - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
  - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
  - d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
  - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
  - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

## **II. General Terms**

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

**Customer will not provide a de-identified subset of its data to third parties (initials \_\_\_\_\_).**

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful

code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

#### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

**Required:** Customer ORI number (Originating Agency Identifier): \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

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

## **Exhibit A**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### **1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### **2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

#### **3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### **4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### **5.00 Audit**

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### **6.00 Scope and Authority**

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306



Attachment E, Ex-8 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514

The **Contributory Network Services Addendum** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **Contributory Network Services Addendum** or a document substantially similar in the form of this **Contributory Network Services Addendum**.

## LexisNexis Contributory Network Services Addendum (United States)

This LexisNexis Contributory Network Services Addendum ("**Addendum**") is entered into by and between (i) the undersigned entity ("**Customer**") and (ii) LexisNexis Risk Solutions FL Inc. ("**LNRSFL**"), acting on behalf of itself and its affiliates (including without limitation, ThreatMetrix, Inc. ("**ThreatMetrix**") and Emailage Corp. ("**Emailage**")) (collectively and individually referred to herein as "**LN**").

This Addendum is incorporated into the services agreement between Customer and LN as part of Oklahoma Statewide Contract No. 1046. (the "**Agreement**") and includes additional or different terms which govern use of the LexisNexis Contributory Network Services as further described on one or more applicable Schedule(s) A issued by LN and signed by Customer. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of the foregoing recitals and the mutual covenants and agreements herein, the parties agree to the following:

**1. Customers' Services Subscription.** LN grants Customer a limited, revocable, non-exclusive, nontransferable right to use certain digital identity authentication services, global trust intelligence data, transactional data analytics, malware detection, device identification, fraud prevention, business or financial risk mitigation and/or scoring services, any other LN materials or intellectual property provided to Customer hereunder, and any related Support Services and/or Professional Services (the "**LN Services**"), subject to the terms and conditions in the Agreement as modified herein. Customer shall use the LN Services solely for its own internal legitimate business purposes of: (i) identity verification; (ii) mitigation of financial and business risk; (iii) detection, investigation, assessment, monitoring and prevention of fraud and other crime; and/or (iv) compliance with anti-money laundering (AML), counter-terrorism financing (CTF), anti-bribery and corruption (ABC) and similar laws. Customer shall not: (i) interfere with or disrupt the integrity or performance of the LN Services or the LN Services Data contained therein; or (ii) attempt to gain unauthorized access to the LN Services or their related systems or networks. "**LN Services Data**" shall include the following: (i) any technology embodied or implemented in the LN Services; (ii) any computer code provided by LN or its affiliates for deployment in Customer's websites, computer networks or mobile applications; (iii) any hosting environment made accessible by LN to Customer for purposes of obtaining the LN Services; (iv) any suggestions, ideas, enhancement requests, or feedback related to the LN Services; (v) copies of user device data, Internet Protocol (IP) addresses, machine learning data and other information arising from the Transactions; (vi) tokenized copies of personal information including email addresses and other personal data provided by Customer or persistent in the LN network, (vii) device reports, Transaction information and histories; (viii) statistical data, environmental data, metadata and copies of the performance data provided by Customer or derived from the LN Services; and (ix) any corollaries, associations, and conclusions provided by Customer to LN or derived by LN or its affiliates pertaining to or arising out of any of the foregoing.

**2. Legal Compliance.** Customer will use the LN Services in compliance with applicable law including, without limitation, those laws related to banking, lending, data privacy, international communications, and the transmission of technical or personal data. Without limiting the generality of the foregoing, Customer will be responsible for any notifications or approvals required from regulatory bodies, Customer's customers, prospective customers and other data subjects, arising out of any use of the LN Services. Customer is responsible for compliance with applicable Laws concerning the data of Customer's clients or prospective clients provided to LN in connection with the LN Services. Customer will take such actions as may be legally and technically necessary to allow LN to collect LN Services Data in connection with the LN Services. Customer represents and warrants that (i) it is authorized to provide the data it chooses to provide to LN for the purposes provided herein; and (ii) the provision to LN of any such data does not violate any applicable law, regulation or agreement to which Customer is a party. Without limiting the foregoing, as required of LN under the transparency obligations of the applicable data protection Laws, Customer is responsible for notifying and obtaining any required express or implied consents (including consent to LN's applicable privacy-notice and/or policy) from Customer's clients, prospects, suppliers and other data subjects whose personal data LN receives as a controller, arising out of any use of the LN Services including, without limitation, any computer code deposited on any device, any information secured from such customers or clients (or their respective devices) and the transmission of such information to LN in accordance with the applicable LN processing notice (as updated from time to time, the "**Processing Notice**") and/or the privacy notice made available by LN by any other means and/or format. If express consent is required under applicable Laws, Customer shall insert language under the Customer's Privacy Notice tick box (or any other means used to retrieve such consent) indicating that by consenting to Customer's Privacy Notice, Customer's clients, prospects suppliers and other data subjects are expressly consenting to LN's Processing Notice, and shall include the necessary information to consult LN's Processing Notice and/or privacy notice, as applicable. LN will provide the LN Services to Customer in compliance with the data processing addendum available at <https://risk.lexisnexis.com/group/dpa>. Customer shall make available to LN all information necessary to demonstrate

Customer's compliance with the foregoing, but Customer only agrees to comply as permitted by Oklahoma law.

**3. Ownership.** As against Customer, LN or its affiliates (and their licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the LN Services and the LN Services Data. LN may at its own expense and its sole discretion use the LN Services Data in encrypted, hashed, and/or aggregated form, without identifying Customer and in compliance with all applicable privacy laws and regulations, for (i) security and operations management, (ii) research and development purposes, (iii) maintenance and improvement of LN Services provided to LN customers, (iv) development of scores designed to prevent consumer fraud, identity theft and mitigate other business risks, and/or (v) help its customers prevent financial crimes and comply with applicable laws and regulations. LN's rights set forth in this section shall survive termination of the Agreement.

**4. Limitations.** Certain LN Services analyze in real-time the fraud risk levels based on the data analyzed and the policies Customer defines associated, without limitation, with (i) email addresses and other reported online Transaction information and/or (ii) devices used in online Transactions and related Transaction information.

4.1 Customer acknowledges that the scores, analysis and other insights supplied as part of the LN Services are not intended to be used as the sole basis for any decision affecting a data subject and that Customer, not LN, is responsible for any and all decisions or actions made by Customer.

4.2 The LN Services provided pursuant to this Addendum and/or described in a Schedule A 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 in the FCRA. Accordingly, Customer certifies that it will not use the LN Services or any information therein, in whole or in part, for the purpose of serving as a factor in establishing an individual's eligibility for credit, insurance, employment, or any other purpose authorized under section 604 of the FCRA, and in no event will use such services, in whole or in part, as a basis for any adverse action against such individual. Customer represents and warrants that Customer will not provide any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) via the LN Services. In addition, Customer shall use the LN Services solely in the United States of America, unless otherwise agreed to in writing by LN.

4.3 In addition, Customer shall not, and shall not permit any representative or third party to: (a) copy all or any portion of any LN Services or related materials provided as part of the LN Services; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the LN Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the LN Services or any portion thereof; (c) modify, translate, or otherwise create any derivative works based upon the LN Services or portions thereof; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the LN Services, in whole or in part, to any third party other than as provided in the Agreement; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the LN Services or documentation therein.

**5. Support Services.** LN will use commercially reasonable efforts to support the LN Services, in accordance with the Agreement including the support tier Customer purchases on the applicable Schedule A(s) ("**Support Services**"). Customer Support Services information for various LN Services can be found at: [Contact Us | LexisNexis Risk Solutions](#).

**6. Professional Services.** Where Customer also requests (i) implementation and activation services from LN as further described herein and on relevant Schedule(s) A and (ii) optional professional services from LN as further described herein and on relevant Schedule(s) A (collectively, "**Professional Services**"), the following terms apply:

6.1. **Performance.** LN shall exercise commercially reasonable efforts to provide Customer the purchased Professional Services set forth in an applicable Schedule A.

6.2. **Customer Obligations.** Customer shall provide, in a timely manner, and at no cost to LN, assistance, cooperation, complete and accurate information and data, and other resources reasonably requested by LN to enable it to perform the Professional Services (collectively, "**Assistance**"). LN shall have reduced liability for any deficiency in performing the Professional Services if such deficiency results from Customer's failure to provide full Assistance as required. Assistance includes, without limitation, if requested by LN, designating a project manager (the "**Project Manager**") to interface with LN during the course of performing the Professional Services, designating the technical representative who will be charged with deployment of the LN Services, and identifying a representative that

will manage the LN Services after deployment. If applicable, LN will provide Customer with a Professional Services table assigning owners to each task involved. Liability shall be apportioned based the degree of fault of the parties.

7. **Invoices, Fees, Payment.** LN will issue an invoice to Customer and Customer shall pay the applicable fees for LN Services in accordance with one or more Schedule(s) A issued by LN and signed by Customer. If, for any reason, Customer consumes more LN Services than it has purchased (e.g., a Transaction overage), LN may, at its sole discretion, either (1) cancel and/or suspend Customer's access to such LN Services, or (2) charge and invoice Customer, at then-prevailing rates in the Agreement, for such excess services until Customer enters into an order with LN to purchase additional LN Services as applicable. A "**Transaction**" is a call for the LN Services where LN returns a result to Customer that is marked by LN as successful. . Pricing on any and all previously purchased LN Services are not subject to price changes and shall remain as purchased. Pricing terms will be treated as confidential to the extent an exemption to disclosure exists in Oklahoma law.

8. **Discontinuation of LN Services.** LN reserves the right to suspend or terminate this Addendum, related schedules and/or access to the applicable LN Services herein, with notice, if (a) Customer fails to pay any amount to LN when due or the account otherwise becomes delinquent (falls into arrears), or (b) Customer violates any term of the Agreement as modified by this Addendum.

9. **Order of precedence.** Intentionally Omitted.

#### **AUTHORIZATION AND ACCEPTANCE**

**I HEREBY CERTIFY** that I am authorized to execute this Addendum on behalf of Customer.

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

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

**Customer Information:**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachment E, Ex-9 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **AmplifyID™ – Government Addendum** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **AmplifyID™ – Government Addendum** or a document substantially similar in the form of this **AmplifyID™ – Government Addendum**

## LexisNexis® AmplifyID™ – Government Addendum

This LexisNexis AmplifyID - Government Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of LexisNexis AmplifyID (the "LN Services") provided herein, which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services as part of Oklahoma Statewide Contract No. 1046 (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

### **I. AmplifyID™ Exchange**

1. LN, as a vendor that processes information for its government customers, maintains the AmplifyID Exchange formerly known as the Risk Intelligence Network Exchange or RINEX, which contains information related to individuals, businesses, known activity, or suspected risky activity. AmplifyID Exchange is compiled from information submitted by AmplifyID customers and enhanced by LN data and technology to allow LN's AmplifyID Exchange customers to easily search and access information beyond their department for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to AmplifyID Exchange, Customer hereby agrees to contribute government activity information (the "Customer Data Contribution") that it and other AmplifyID Exchange customers may use for analysis, risk assessment, program integrity, and reporting or other applications to accomplish their mission.
3. LN's obligations.
  - a. LN agrees to provide AmplifyID Exchange information to Customer.
  - b. LN agrees to provide Customer with instructions for submitting information to the AmplifyID Exchange database and for using the AmplifyID Exchange service.
4. Customer obligations.
  - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
  - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is accurate. Each submission to AmplifyID Exchange constitutes a Customer Data Contribution.
  - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
  - d. Customer agrees that Customer will not provide LN, or the AmplifyID Exchange database, with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties who will have access to such records.
  - e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
  - f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on information submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other AmplifyID Exchange customer without Customer's consent.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- g. Customer agrees that it will access information contributed to AmplifyID Exchange by other customers only through LN.
- h. In addition, Customer agrees by initialing below, to also contribute the selected data it provides through other LN solutions to AmplifyID Exchange as Customer Data Contributions to be available for all other AmplifyID Exchange customers in accordance with this Addendum or if applicable, Customer's AmplifyID Exchange Access Worksheet (defined below).

Risk Defense Platform (initials) \_\_\_\_\_

Dynamic Decisioning Platform (initials) \_\_\_\_\_

Other: \_\_\_\_\_ (initials) \_\_\_\_\_

- i. Customer agrees that, to the extent permitted under applicable law, LN and all other AmplifyID Exchange customers shall not be liable to Customer, and Customer hereby releases LN and all other AmplifyID Exchange customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other AmplifyID Exchange customer's acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in AmplifyID Exchange. Other AmplifyID Exchange customers are intended to be third party beneficiaries of this paragraph.
5. Module Specific Terms:
  - a. **AmplifyID™ Identity Risk Navigator** and/or **Identity Refund Fraud Module** and/or **AmplifyID™ Master Person Index** - Customer agrees that any Customer Data Contribution provided by Customer shall be available for all other AmplifyID Exchange customers. If Customer wants its Customer Data Contributions available to select AmplifyID Exchange customers only, Customer will work with LN to complete a "AmplifyID Exchange Access Worksheet" wherein only those RINEX customers that will have permission to access Customer's Customer Data Contributions will be identified.
  - b. **Program Participation Analyzer ("PPA") Module** – Customer Data Contributions submitted through the PPA Module shall be accessible to all other AmplifyID Exchange PPA Module customers.

## **II. General Terms**

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, test, publish and distribute to AmplifyID Exchange customers the Customer Data Contributions for use in AmplifyID Exchange and all successor databases and/or information services provided by LN.
2. **GEOCODING.** LN uses third-party geocoding services to geocode address locations. Any "X" and "Y" coordinate information provided by the Customer may be assumed by LN to be accurate and may not be geocoded by LN. Locations geocoded by LN as displayed in AmplifyID Exchange are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party. For clarity this provision does not apply to LN's obligations to comply with any Statement of Work or Contract specification.
4. **LINKS TO THIRD PARTY SITES.** AmplifyID Exchange may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using AmplifyID Exchange to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a AmplifyID Exchange customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by other customers in accordance with the provisions of this Addendum and if executed, applicable AmplifyID Exchange Access Worksheet.
6. **NON-FCRA PURPOSES ONLY.** The LN Services provided pursuant to this Addendum 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 in the FCRA. Accordingly, the LN Services provided pursuant to this Addendum may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment, a government benefit or license, or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services provided pursuant to this Addendum to determine, in whole or in part an individual's eligibility for any of the following: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account. FOR THE AVOIDANCE OF DOUBT, THE LN SERVICES PROVIDED PURSUANT TO THIS ADDENDUM MAY NOT BE USED IN WHOLE OR IN PART FOR DETERMINATION OF A GOVERNMENT BENEFIT OR LICENSE, OR ANY OTHER FCRA PURPOSES.

#### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

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



**Attachment E, Ex-10 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **One Time Password Addendum** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **One Time Password Addendum** or a document substantially similar in the form of this **One Time Password Addendum**.

## One Time Password (OTP) Addendum

This Addendum sets forth additional or amended terms and conditions for the use of One Time Password which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliate(s) ("LN") for the LN Services as part of Oklahoma Statewide Contract No. 1046 (such services agreement, the "Agreement").

### 1. Definitions.

- a. "**A2P**" means application to person.
- b. "**Authorized User**" means the Customer and the Customer's employee(s) and independent contractor(s) designated by Customer to have rights to access and use the Product.
- c. "**Affiliates**" means entities under common control and management with Customer that are directly or indirectly wholly or majority owned by the respective Party or its parent.
- d. "**Consumer**" means the individual Customer's end user customer(s) who access and use the Product for the direct or indirect purpose of verifying or authenticating such individual's identity.
- e. "**Product**" means LN's proprietary web-based software made available by LN, all documentation provided therewith, LN's related infrastructure, any corrections, bug fixes, enhancements, updates, or other modifications thereto and all related documentation. The Product does not include customization, design, configuration, training, or other professional services provided by LN. With the exclusion of Source Material, the Product includes information provided for the purpose of the one-time password product; the Product does not include any other information provided by LN under a separate agreement between the Parties. The Product is a "Service or a "LN Service" as defined in the Agreement. LN may upgrade the Product from time to time update or upgrade the LN Services and such updates or upgrades shall also be considered LN Services.
- f. "**Source Material**" means information and data provided electronically by Authorized Users, Consumer, or any other source other than the Product which is transmitted via the Product.
- g. "**SMS**" means short message service.

2. **Scope of Services.** LN agrees to provide the Product described in a Schedule A to this Addendum to Customer, subject to the terms and conditions herein. All current and future Schedules A, Statement of Work(s), Exhibits, or Attachments for the provision of the Products are hereby incorporated herein by reference. Customer acknowledges and agrees that LN's obligation hereunder to provide the Product may be conditioned on Customer's submission of Customer information to determine the Customer's eligibility for accessing the Product. LN reserves the right to reject this Addendum on the basis of that submission, without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees.

3. **Source Materials.** LN will not (i) acquire any property rights in any of the Source Material by virtue of such information being furnished to LN pursuant to this Addendum, or maintain or use such information for its own benefit (other than as expressly permitted herein). Nothing contained in this Addendum prohibits or restricts LN from using or distributing click tracking or site tracking information or other metadata regarding use of the Product; provided that Customer's identity is not disclosed to third parties in connection therewith. Notwithstanding anything else herein, a Consumer is neither a third party hereto nor a third party beneficiary hereof.

4. **Restricted License.** LN hereby grants to Customer a restricted license to use the Product, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a limited, non-exclusive, non-transferable (except as expressly permitted herein) license to remotely access and use the Product for the following limited purpose: **generating and communicating a one-time password to a Consumer at Customer's request and subsequently verifying that same Consumer's receipt of that same password; provided however, as the Product is not provided for the purpose of verifying or authenticating a Consumer's identity, Customer acknowledges that LN's agreement to provide the Product is conditioned upon Customer's use of tools other than the Product governed by this Addendum to first verify and authenticate the Consumer's identity. In no event may the Product be used, in whole or in part, for any purpose in connection with which a consumer report may be used under the FCRA.**

(ii) Customer Affiliates and Authorized Users, may also use the Product subject to this Addendum; provided that, Customer agrees that it shall be jointly and severally responsible for use of the Product by any of the foregoing. The Product is licensed, not sold by LN to Customer. LN does not transfer and Customer does not obtain any right, title and interest in the Product except as expressly licensed herein. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Product.

(iii) Customer represents and warrants that all of Customer's use of the Product shall be for the limited purpose stated above. Customer's use of the Product shall be in accordance with the stipulations detailed in the attached Schedule A. Customer's use shall be limited to the number of users or number of transactions shown in the Schedule A or as otherwise limited therein. Customer may use documentation provided to Customer solely to internally support Customer's authorized use of the Product. Any access or use by Customer which is not in accordance with the limitations detailed therein or terms and conditions of this Addendum shall be a material breach of the Agreement.

(iv) Customer shall comply with all applicable laws and regulations, and include in its contractual documentation with Consumers the ability to (i) opt-in and opt-out of the LN Services; and (ii) block unwanted premium A2P SMS and/or commercial marketing SMS traffic.

(v) Customer shall not use the Product for marketing purposes or resell or broker the Product to any third party, and shall not use the Product for personal (non-business) purposes. Customer shall not use the Product to provide data processing services to third parties or evaluate data of or for third parties. Customer agrees that, if LN determines or reasonably suspects that continued provision of the Product to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating data of or for third parties, or using the Product for personal (non-business) purposes or using the Product information, programs, computer applications, or data in a manner which violates applicable laws, regulations, or this Addendum, or is otherwise violating any provision of the 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 Product. Customer may not use the Product to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Product and information provided therein. LN may at any time mask or cease to provide Customer access to the Product or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information. Except to the extent expressly authorized herein, Customer may not and may not cause or allow any third party to: (a) directly or indirectly reverse engineer, decompile, disassemble, clean room, or take other acts to re-develop the Product, (b) modify, alter, create derivative works of, or make unauthorized copies of the Product (including, without limitation, translations, transformations, adaptations or other recast or altered versions); (c) assign, sell, rent, lease, time-share, convey, license, sublicense, or otherwise transfer the Product, except as expressly allowed under this Agreement; (d) distribute, disclose or allow use of the Product, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties; (e) modify, remove, or redact copyright, trademark, other proprietary notices, or other restrictions in the Product; or (f) publish, disclose, or publicly display the Product.

(vi) The parties acknowledge and agree that no data or information shall be provided by LN hereunder. The parties acknowledge and agree that the Product provided pursuant to this Addendum 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 in the FCRA.

(vii) All right, title, and interest in the Product shall at all times remain with LN or, if applicable, LN's third party licensors.

5. Support Warranty. LN will provide Support for the Product in a professional, workmanlike manner and in accordance with applicable law during the Term (as defined herein). "Support" does not include customization, design, configuration, training, or other professional services provided by Licensor, including but not limited to any professional services which Customer may purchase from Licensor, subject to a separate agreement.

6. Feedback. If Customer provides feedback to LN regarding the Product or its related technology, such as enhancement or bug fix suggestions ("Feedback"), Customer grants an irrevocable, perpetual, royalty-free, non-exclusive license to LN to use Feedback with development of the Product and for all related purposes.

7. Security.

(i) If Customer desires to cancel any previously given authorization, Customer shall do so through written notification to LN.

(ii) LN will use commercially reasonable efforts to secure and protect Source Materials from unauthorized access. Customer acknowledges that it is Customer's obligation to keep all information accessed through the Product confidential and secure. Accordingly, Customer shall (a) restrict access to the Product to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) access the Product for personal reasons, or (ii) use the Product and the information provided therein other than as permitted hereunder or

under any additional, applicable agreements between the Parties; (c) keep all user identification numbers and related passwords for accessing and using the Product and 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) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Product or the information provided therein, whether the same is in electronic form or hard copy, by any person or entity; (f) be capable of accessing the Product where the same is provided utilizing "secure socket layer," or such other means of secure access as is deemed reasonable by LN; and (g) take all steps to protect their networks and computer environments, or those used to access the Product, from compromise.

8. Indemnification. Intentionally Omitted.

9. LN may, at any time without notice to Customer and without liability, terminate Customer's access to the Product in the event that Customer violates any provision set forth in Sections 2-4, 7-10 of this Addendum.

10. The provisions set forth in this Addendum are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between this Addendum and the Agreement or any other document, the applicable portion of this Addendum shall control.

11. Sections 1, 3, 4, 8, 10 and 11 of this Addendum shall survive termination of this Addendum in accordance with their terms.

#### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of the Customer set forth below and agree to the provisions set forth herein.

**CUSTOMER:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

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

**Attachment E, Ex-11 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **TrueID Addendum** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **TrueID Addendum** or a document substantially similar in the form of this **TrueID Addendum**.

## TRUEID<sup>®</sup> ADDENDUM

In order to access the TrueID Services, your organization must first complete and execute this TrueID Addendum (the "**Addendum**").

**Customer:** \_\_\_\_\_ (the "**Customer**")

**Current Account Number:** \_\_\_\_\_

NOTICE: THE FOLLOWING TERMS & CONDITIONS APPLY TO USE OF TRUEID

The terms and conditions listed below govern use of TrueID as described in this Addendum, the attached Exhibit 1 and related Schedule A (collectively, the "**LN Services**") and materials available therein provided by the LexisNexis entity named in the related Schedule A for TrueID ("**LN**"). These terms and conditions shall be in addition to the terms and conditions contained in Customer's application and agreement with LN for the LN Services as part of Oklahoma Statewide Contract No. 1046 (the "**Agreement**"). In the event of a conflict between the terms herein and the terms of the Agreement, the terms herein shall govern.

**1. DEFINITIONS. "Technology"** means all software, webservices, and the database(s) used or accessed by LN to support the LN Services, and other service components or attributes which are or become part of the LN Services, but does not include Hardware. "**Hardware**" consists of the LN-furnished hardware purchased by Customer as noted on Schedule A and any additional LN-furnished hardware supplied in connection with the LN Services pursuant to this Addendum, except for the TrueID All in One service described in Exhibit 1, attached hereto, the LN Services do not include any firmware or software contained in such hardware, nor the rights to any designs, design implementations or similar intellectual property embodied in such hardware.

**2. LICENSE:** LN hereby grants to Customer during the term of the related Schedule A, a non-exclusive, non-transferable, non-sublicensable, limited license to use the Technology and the LN Services described herein subject to the terms, conditions, limitations and restrictions contained in this Addendum, the Agreement and the applicable usage manuals and guidelines.

**3. PERMITTED USES & RESTRICTIONS.** Customer agrees to use the Technology and the LN Services in accordance with LN's applicable usage manuals and guidelines provided to Customer and solely for the purposes of (i) image and data scanning, (ii) verifying consumer identification through face matching and/or visual confirmation in order to prevent and/or deter identity fraud in connection with Customer's business, (iii) transaction problem prevention and resolution, (iv) ID document authentication and (v) data prefill (collectively, the "**Permitted Uses**"). Customer agrees not to: (a) use the Technology for providing service bureau, timesharing, data processing or similar services to third parties; (b) assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Technology or any portion of it; (c) permit any third party to use or have access to the Services or Technology; (d) reveal any links, user accounts, or

passwords for the Services to third parties other than employees who have a need to know such information and have agreed in writing to abide by the terms of this Addendum and the Agreement; (e) use the Technology to create a product or service that would compete with LN, the Technology or the Services; (f) translate, disassemble, decompile, reverse engineer or otherwise attempt to discover or obtain possession of the source code of the Technology; or (g) create derivative works based on the Services or Technology, or any portion thereof, and any and all such derivative works created shall be deemed "work made for hire", or if and to the extent by operation of law not permitted to be so, Customer, to the extent permitted by law, does hereby assign to LN all right, title and interest in and to such derivative works, and does hereby agree at its own expense to provide LN with all necessary assistance and to execute or have executed any additional instruments as may be necessary or desirable to perfect LN's rights, title and interest therein and thereto.

**4. FEES; TAXES:** Customer shall be responsible for the payment of all fees pursuant to one or more applicable schedule(s) for the LN Services, the Technology or the Hardware. Prices are based upon delivery FOB destination, and include costs of shipping and handling of the Technology and Hardware. Customer shall be responsible, at its own expense, for obtaining all necessary import and export permits and certificates and for the payment of any and all taxes and duties related to the delivery of the Technology and Hardware.

**5. DATA TRANSFER, COMPLIANCE AND INDEMNITY:** As part of the LN Services, Customer may provide LN with personal information obtained from an individual consumer with whom Customer has a relationship or is conducting a transaction. Such personal information may include name, address, national ID, date of birth and/or other personal information contained in a government issued ID (the "**information**"). Customer represents and warrants that it has the right to use such

personal information for the Permitted Uses for which it is accessing the LN Services below and that Customer will, prior to accessing the LN Services, provide each relevant individual any required notice of, and ensure there is sufficient legal basis for: (i) the collection, processing, disclosure and use of such individual's personal information in connection with Customer's use of the LN Services; and (ii) the transfer of such information to LN and to LN's third party service providers or affiliates in any jurisdiction. Customer represents and warrants that it is permitted to collect, process, and use the information in the LN Services and that it has complied with all other obligations under applicable privacy, data protection and other laws that relate to the provision and use of the LN Services, including without limitation any consent from the owner of such information to (a) verify the individual's identity, (b) to transfer such information to a third-party company providing a service that assists the Customer with respect to identity confirmation to use any reasonable personal data for that function, and (c) to the data transfer of personal information. Customer and LN agree that, in connection with Customer's use of the LN Services, Customer, and not LN, is solely responsible for handling, in compliance with applicable law, any (i) requests of individuals to access, rectify, delete, or block the individuals' personal information; and (ii) objections of individuals to the processing of their personal information. Customer acknowledges that LN acts as a conduit of information, that LN does not manage the source databases for the LN Services and that LN is not responsible for the accuracy of information contained therein. LN makes no representations that the activities undertaken by LN will satisfy any legal or contractual requirement applicable to Customer or that Customer may have with third parties.

#### **6. DISCLAIMER OF LN WARRANTIES; CHANGES TO AGREEMENT:**

Customer acknowledges that information provided in the Services is obtained from and processed by fallible sources (human and otherwise) and that for the fee charged, LN cannot be an insurer, warrantor or a guarantor of the accuracy of the information reported. The provision of information contained in, or provided as part of LN Services is contingent on data sources supplied by third parties, and accordingly such provision and the Permitted Purposes may be unilaterally amended by LN at any time, with as much notice as reasonably practicable in light of the circumstances, where such amendment is necessary for LN in its sole discretion to comply with applicable law, its third party obligations or LN's policies or procedures. Customer shall notify LN within thirty (30) days in case it objects to any changes to the LN Services (including data therein) or changes to the provision of the LN Services made by LN. If the parties fail to reach an agreement within thirty (30) days after such notice, then either party may lawfully and immediately terminate any schedule affected by such changes, and Customer shall be responsible to pay any fees accruing up to the date of such termination.

#### **7. NO USE OF TRADEMARKS/NO OTHER LICENSES.**

Customer must obtain LN's prior written approval on any marketing or other materials that reference TrueID or contain the TrueID trademark or other LN trademarks. Other than as expressly set forth above, LN grants no license to Customer of any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce the Technology or any of its components.

### **AUTHORIZATION AND ACCEPTANCE**

**I HEREBY CERTIFY** that I am authorized to execute this Addendum on behalf of the Customer listed above.

#### **CUSTOMER:**

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

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

**EXHIBIT 1**  
**STATEMENT OF AVAILABLE SERVICES**  
**TrueID Document Authentication**

TrueID Document Authentication provides the following features and functions:

- Patented ID document library enabling automated forensic evaluation of the authenticity of IDs, without human review
- Consistent detection of suspicious items on IDs that may be invisible to the naked eye
- Up to 50 different tests performed on any given identity document, specific to its type and characteristics; includes both text based and image based tests
- Flexibility to use almost any ID image capture device of your choice to obtain an image and use document authentication web services to detect fraudulent or suspicious IDs in with speed and consistency
- Web application that provides the ability for an authorized fraud manager to view all transactions for your organization at any PC with web browser internet capability

**Solution options include:**

- TrueID for Windows
  - *Software for Windows PC*
    - *Full Document Authentication capability*
    - *Supports ID scanning Hardware*
    - *Logs transactions to LN back end*
  - *TrueID Software Developer Kit (SDK) for Windows*
    - *Enables direct integration into document authentication capabilities for customized Windows PC applications and use with TrueID Enterprise*
    - *Self-host transaction data and transaction history, connectivity to LN is not required*
    - *Kit contains executables, Hardware device drivers and user documentation*
  - *TrueID All In One - Document Authentication Scanner with Window Software inside*
    - *A self-contained, combination driver's license/passport document scanner with full Document Authentication capability*
    - *Three (3) communication ports for remote software administration and transaction logging at LN*
    - *Choose between two Standard or Platinum service level for "Care Free" Service which includes:*
      - *AI support, shipping, repair or device replacement costs on the units;*
      - *Toll- free service center phone support*
      - *Replacement or repair*
        - *Standard turnaround time is 48-hours from receipt of scanner at service center.*
        - *Premium turnaround time is 24-hours from receipt of scanner at service center.*
- TrueID Web Service - *Patented ID document library available as a web service enabling automated forensic evaluation of the authenticity of the ID, without human review*
  - *Service options may include:*
    - *Barcode Only – Submit ID image back only for barcode decryption to accurately extract ID document data.*
    - *Form Fill - Submit an ID image via the web service and utilize OCR and/or barcode decryption to accurately extract ID document data.*
    - *Document Authentication - Automated forensic analysis of submitted ID images with real time computerized response in seconds.*
    - *Portrait Match – facial biometrics used to match ID portrait image with user provided selfie image.*
  - *Access options to capture and upload ID images to the Service may include:*
    - *Direct integration via the Risk Defense Platform, customer driven*
    - *Mobile access, via TrueID Mobile SDK*
    - *Web access, via portal or iFrame*



**Attachment E, Ex-12 to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS  
RESULTING FROM SOLICITATION NO. 0900000514**

The **Tri-Merge Credit Report Additional Terms** is hereby amended as set forth below and supersedes all prior documents submitted by **LexisNexis Risk Solutions** or discussed by the parties. The parties agree to use this **Tri-Merge Credit Report Additional Terms** or a document substantially similar in the form of this **Tri-Merge Credit Report Additional Terms**.



### Tri-Merge Credit Report Additional Terms

1. The undersigned ("Customer"), desiring to receive various information services as available from **LEXISNEXIS RISK SOLUTIONS INC.** ("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. Intentionally Omitted.

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, to the extent permitted by law, 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 to the extent permitted by law, 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 Tri-Merge Credit Report Additional Terms Agreement ("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 covenants, to the extent permitted by law and Oklahoma Statewide Contract No. 1046, 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, to the extent permitted by Oklahoma law, 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 <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and <input type="checkbox"/> DOES or <input type="checkbox"/> DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.
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Vermont Certification. Customer certifies, to the extent permitted by Oklahoma law, 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 applicable 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, (d) provide continuous monitoring of Authorized User access to the Services, (e) have processes in place to ensure that only Authorized Users requiring access to the Services based on job function shall be provided access, and (f) 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, to the extent permitted by Oklahoma law, that it will comply with applicable provisions under Vermont law. In particular, Customer certifies, to the extent permitted by Oklahoma law, 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.

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**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](http://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](http://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. 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. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **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. 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 the CFPB.

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. Employment Other Than in the Trucking Industry**

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](http://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)

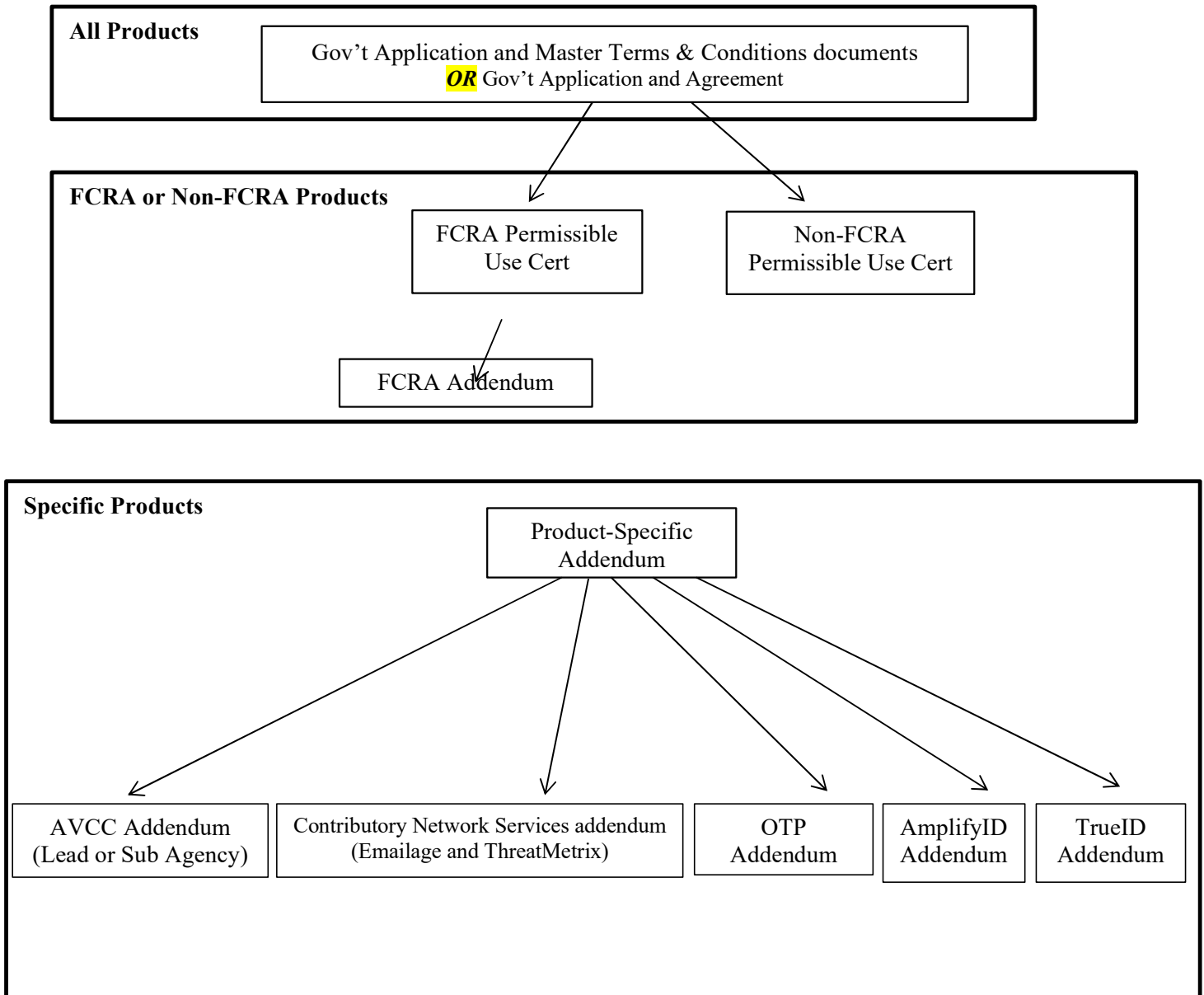
Title: \_\_\_\_\_

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**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.

**LexisNexis Risk Solutions FL Inc. Flow Chart**



<b>FCRA Products</b>	<b>Non-FCRA Products (*)</b>
Accurant for Government Collections - FCRA	Accurant for Government (**)
Accurant Subscription Add-On: Equifax Credit Reports	Accurant for Government Plus
Accurant Subscription Add-On: TriMerge Credit Reports	Accurant for Law Enforcement
Benefit Assessment	Accurant for Law Enforcement Plus
Batch Solutions – FCRA	Accurant for Government Collections – Non-FCRA
XML – FCRA	Accurant Subscription Add-Ons
	Batch Solutions – Non-FCRA
	XML – Non-FCRA
	Benefit Integrity Scan
	Beneficiary Risk Score
	Provider Integrity Scan
	Risk Defense Platform (RDP): Identity Management and Fraud Detection Solutions
	FraudPoint
	Instant Verify
	InstantID
	InstantID Q&A
	FlexID
	InstantID Business
	One Time Password
	Phone Finder
	Behavioral Assessment
	Email Risk Assessment
	Line Risk Assessment
	Order Score and/or Attributes
	Socioeconomic Health Attributes and Score
	Device Assessment
	TrueID
	Accurant Virtual Crime Center (AVCC)
	Jail Booking
	ThreatMetrix
	LexisNexis Provider Data MasterFile
	LexisNexis Provider Point
	Business Due Diligence Suite
	InstantID Business
	Business Attributes
	Business Credit Score & Business Blended Credit Score
	Business Data Enrichment
	Risk Management Solutions (RMS)
	Business Monitoring with Alternative Data
	Business Monitoring with Derogatory Data
	Business Monitoring with Firmographics Data
	ZetX Cell Phone Tracking & Records Analysis Solutions
	Emailage
	ThreatMetrix for Government Add-On: BehavioSec

	TrueID Web Service
	TrueID Hardware
	TrueID All In One
	FlexID Business
	Orbis Reports
	Passwordless Authentication Powered by Trusona

\* XML and Batch are delivery methods rather than products. The license would depend on the products being delivered.

\*\* This includes all Accurant products (Accurant for Government, Government Plus, Law Enforcement, Law Enforcement Plus, and Social Media).

<b>LexisNexis Risk Solutions – Documents</b>	<b>Document Number</b>
LexisNexis Risk Solutions Government Application	1
LexisNexis Master Terms and Conditions	2
Schedule A (pricing document)	3
FCRA Permissible Use Certification – Government	4
NON-FCRA Permissible Use Certification – Government	5
FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)	6
Accurant Virtual Crime Center Addendum (Lead or Sub Agency)	7A & 7B
ThreatMetrix Addendum	8
Emailage Addendum	9
OTP Addendum	10
AmplifyID (formerly known as <i>Risk Intelligence Network</i> ) Addendum	11
TrueID Addendum	12
TriMerge Credit Report (FCRA) Addendum	13

## LexisNexis Risk Solutions Deliverables and Pricing

<b>LexisNexis Risk Solutions – Products</b>	<b>Required Documents</b>
<b><i>Flat Rate, Per User &amp; Transactional Pricing Schedules</i></b>	
Accurant for Government	1, 2, 3, and 5
Accurant for Government Plus	1, 2, 3, and 5
Accurant for Law Enforcement	1, 2, 3, and 5
Accurant for Law Enforcement Plus	1, 2, 3, and 5
Accurant for Government Collections – Non-FCRA	1, 2, 3, and 5
Accurant for Government Collections – FCRA	1, 2, 3, 4, and 6
Accurant Subscription Add-Ons	4, 5, and 6 (depending on use)
Batch Solutions – Non-FCRA	1, 2, 3, and 5
Batch Solutions – FCRA	1, 2, 3, 4, and 6
XML – Non-FCRA	1, 2, 3, and 5
XML – FCRA	1, 2, 3, 4, and 6
Benefit Integrity Scan	1, 2, 3, and 5
Beneficiary Risk Score	1, 2, 3, and 5
Provider Integrity Scan	1, 2, 3, and 5
Benefit Assessment – FCRA	1, 2, 3, 4, and 6
Risk Defense Platform (RDP): Identity Management and Fraud Detection Solutions	1, 2, 3, and 5

FraudPoint	1, 2, 3, and 5
Instant Verify	1, 2, 3, and 5
InstantID	1, 2, 3, and 5
InstantID Q&A	1, 2, 3, and 5
FlexID	1, 2, 3, and 5
InstantID Business	1, 2, 3, and 5
One Time Password	1, 2, 3, 5, and 10
Phone Finder	1, 2, 3, and 5
Behavioral Assessment	1, 2, 3, and 5
Email Risk Assessment	1, 2, 3, and 5
Line Risk Assessment	1, 2, 3, and 5
Order Score and/or Attributes	1, 2, 3, and 5
Socioeconomic Health Attributes and Score	1, 2, 3, and 5
Device Assessment	1, 2, 3, and 5
TrueID	1, 2, 3, 5, and 12
Accurint Virtual Crime Center (AVCC)	1, 2, 3, 5, and 7A or 7B
Jail Booking	1, 2, 3, and 5
ZetX	1, 2, 3, 5, and 13
Amplify ID ( <i>formerly known as Risk Intelligence Network</i> )	1, 2, 3, 5, and 11
ThreatMetrix	1, 2, 3, 5, and 8
LexisNexis Provider Data MasterFile	1, 2, 3, and 5
LexisNexis Provider Point	1, 2, 3, and 5
Business Due Diligence Suite	1, 2, 3, and 5
InstantID Business	1, 2, 3, and 5
Business Attributes	1, 2, 3, and 5
Business Credit Score & Business Blended Credit Score	1, 2, 3, and 5
Business Data Enrichment	1, 2, 3, and 5
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### **Accurint®**

Accurint offers fast, efficient search technology that allows you to instantly locate both people and businesses, and authenticate their identities. It verifies such essential personal information as name, address and Social Security Number or Federal Identification number, and confirms the identities of businesses and their authorized agents. It also allows you to verify the identities and validate professional licenses, DEA licensing, legal standing and criminal records.

### **Accurint® Flat Rate, Per User Subscriptions**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if the commitment has been met. If not, the customer will be billed for the difference on their final annual invoice. The annual minimum can be met with Add-Ons (see below.)

<b>Description</b>	<b>Per Subscriber, Per Agency</b>
Accurint® for Law Enforcement (A4LE); or Accurint® for Government (A4Gov); or Accurint® for Government Collections (A4GC); or Accurint® for Government Eligibility (A4GE).  - All pricing is per user, per agency - Fees include all Standard Features (priced \$0.00) in the separately attached Flat Rate Price Schedules. This offer also includes the following features in flat-rate Accurint subscriptions at no additional cost: Real-Time Phones, Email Search, and Real-Time Motor Vehicle Reports.	1 user = \$130.00/month  <b>Discounted pricing is available for more than 1 user.</b>
Accurint® for Law Enforcement Plus (A4LE+) or Accurint® for Government Plus (A4Gov+)  - All pricing is per user, per agency - Fees include all Standard Features (priced \$0.00) in the separately attached Flat Rate Price Schedules. This offer also includes the following features in flat-rate Accurint subscriptions at no additional cost: Real-Time Phones, Email Search, and Real-Time Motor Vehicle Reports.	1 user = \$150.00/month  <b>Discounted pricing is available for more than 1 user.</b>

### **Accurint Subscription Add-Ons**

Advanced Sexual Offender (Online Batch) (Available in A4LE, A4Gov, A4LE+, A4Gov+)	\$20/user/month
Government Location Report (Available in A4Gov, A4Gov+)	\$15/user/month
Healthcare/Medical Bundle (Available in A4LE, A4Gov, A4LE+, A4Gov+)	\$40/user/month
Identity Authenticate (Available in A4LE, A4Gov, A4Gov+)	\$15/user/month
Identity Verification (Available in A4LE, A4Gov, A4Gov+)	\$10/user/month
Law Enforcement Location Report (Available in A4LE, A4LE+)	\$15/user/month
News (Available in all Accurint solutions)	\$35/user/month
Virtual Identity Search & Report (Available in all Accurint solutions)	\$25/user/month
Contact Card Report	\$10/user/month
Email Search (Available in all Accurint solutions)	\$10/user/month
Sexual Offender Alerts (Available in A4LE+, A4Gov+)	15 alerts = \$15.00/user/month
	30 alerts = \$27.00/user/month
	60 alerts = \$45/user/month

Equifax Credit Reports (FCRA) (Available in A4Gov)	\$2.25 per search
Credit Report – Single (FCRA, for employment purposes only) (Available in A4Gov)	\$6.00 per report
Credit Report – BiMerge (FCRA, for employment purposes only) (Available in A4Gov)	\$12.00 per report
Credit Report – TriMerge (FCRA, for employment purposes only) (Available in A4Gov)	\$17.00 per report
Jail Booking Search & Report (Available in A4Gov)	\$100.00/user/month

### **Non-Subscription Features**

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:

<b>Per User Subscription Excluded Features</b>	
Bankruptcy Dockets / Documents	National Motor Vehicle Accident Search & Report
Canadian Phones	News Searches
Comprehensive Healthcare Business & Provider Report	Online Batch Services
Court Search Wizard	Property Deed Image
DE Corporation Search and Report	Provider Search & Report
FCRA Credit Reports	Provider Report Card
Flat Rate Comprehensive Healthcare Business & Provider Report	Provider Sanction Search & Report
Identity Authenticate	Real Time Person Search
Identity Verification	Real Time Phone Search
Law Enforcement Location Report	Virtual Identity Search & Report
	WorkPlace Locator
Jail Booking Search & Report	Contact Card Report

<b>Add-On Feature Key</b>						
<b>Feature</b>	<b>Accurint for Govt.</b>	<b>Accurint for Govt. Plus</b>	<b>Accurint for LE</b>	<b>Accurint for LE Plus</b>	<b>Accurint for Govt. Collections</b>	<b>Accurint for Govt. Eligibility</b>
Advanced Sex Offender Search	n/a	available	n/a	available	n/a	n/a
Advanced Sexual Offender Solution	available	available	available	available	n/a	n/a
Government Location Report	available	available	n/a	n/a	n/a	n/a
Healthcare/Medical Bundle	available	available	available	available	n/a	n/a
Identity Authenticate	available	available	available	available	n/a	n/a
Identity Verification	available	available	available	available	n/a	n/a
Law Enforcement Location Report	n/a	n/a	available	available	n/a	n/a
News (all Types)	available	available	available	available	available	n/a
Sex Offender Alerts*	n/a	available	n/a	available	n/a	n/a
Contact Card Report	available	available	n/a	n/a	n/a	n/a
Virtual Identity Search & Report	available	available	available	available	available	n/a
Equifax Credit Reports (FCRA)	available	available	available	available	n/a	n/a
Jail Booking Search & Report	available	n/a	available	n/a	n/a	n/a

**Flat Rate Price Schedule: Accurant® for Government Collections (A4GC)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurant: Annual minimum must be \$1,800. Minimal Accurant annual revenue commitment for any Accurant account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in the Subscription plan.

<b>A4GC Contact &amp; Locate NON-FCRA Flat-Rate Feature</b>	<b>PRICE</b>
Advanced Person Alerts Update	\$0.00
Associates (“Next Steps”)	\$0.00
Basic Lookup	\$0.00
Business Bankruptcy Report	\$0.00
Business Bankruptcy Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Corporation Filings (Report Included Except in Delaware)	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Deep Skip Search	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Driver Licenses	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
Fictitious Business Name	\$0.00
InstantID	\$0.00
InstantID With FraudDefender	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicle Locator	\$0.00
Motor Vehicle Locator Report	\$0.00
National UCC Filings (Report Included)	\$0.00
Neighbors (“Next Steps”)	\$0.00
People At Work Locator	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged at Regular Price)	--
-1 – 50	\$0.00
-51 – 250	\$0.00
-251 – 500	\$0.00

-501 – 1,000	\$0.00
-1,001 – 5,000	\$0.00
-5,001 – 25,000	\$0.00
-25,001 – 100,000	\$0.00
Person Search	\$0.00
Phone History Report (not discountable)	\$0.25
Phones Plus	\$0.00
Professional Licenses (Report Included)	\$0.00
Real Property Locator (Property Assessments, Deeds and Mortgages)	\$0.00
Real Time Phone Search	\$0.50
Relatives (“Next Steps”)	\$0.00
Relatives, Neighbors & Associates (“Next Steps”)	\$0.00
Reverse Lookup	\$0.00
Social Network Report (not discountable)	\$1.00
USA Patriot Act	\$0.00
Voter Registration Locator	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Comprehensive Contact & Locate Report: Summary Report, Associates, Driver’s Licenses, Email Search Premium, Neighbors, People at Work, Phones Plus, Professional Licenses, Property, Relatives (3 Degrees), UCC Filings and Voter Registration.	\$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, Email Search Premium and Corporate Affiliations.	\$0.00
Comprehensive Address Report: (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.00
Additional Report Options:	--
-Businesses At Address	\$0.00
-Driver Licenses at Address	\$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
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00

-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report: Base Report: Others Using Same SSN, Date and Location where SSN Issued, Comprehensive Report Summary, Address Summary, Company Header.	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Real Property Locator	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-UCC Filings	\$0.00
-Voter Registration Locator	\$0.00
<b>Online Batch</b>	
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Multiple = 2 Or More Phones/Addresses Returned	--

<b>A4GC Decisioning FCRA Flat-Rate Feature</b>	<b>PRICE</b>
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Criminal Records	\$0.00
Criminal Records Report	\$0.00
Equifax Credit Report (not discountable)	\$2.25
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Firearms & Explosives	\$0.00
Hunting/Fishing Licenses	\$0.00
Judgments & Liens	\$0.00

Judgments & Liens Report	\$0.00
Marriages / Divorces Search	\$1.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Mortgages and Deeds Search	\$0.00
Property Mortgages and Deeds Report (excluding Deed image)	\$0.00
Real Property (Assessments, Deeds and Mortgages)	\$0.00
Real Property Report	\$0.00
Sexual Offenders (Report Included)	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$0.00
Comprehensive Contact & Locate Report: Summary Report, Bankruptcy, Email Search Premium, Hunting / Fishing Permits, and Liens & Judgments	\$0.00
Comprehensive Address Report	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Liens And Judgments	\$0.00
Custom Comprehensive Report	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Liens And Judgments	\$0.00
-Real Property	\$1.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00

**Flat Rate Price Schedule: Accurint® for Government Eligibility (A4GE)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in the Subscription plan.

<b>A4GE Contact &amp; Locate NON-FCRA Flat-Rate Feature</b>	<b>PRICE</b>
Basic Lookup	\$0.00
Canadian Phones	\$0.40
Death Records	\$0.00
Death Records Report	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
InstantID	\$0.00
InstantID With FraudDefender	\$0.00
Person Search	\$0.00
Phones Plus	\$0.00
Real Time Phone Search	\$0.00
Reverse Lookup	\$0.00
<b>A4GE Decisioning FCRA Flat-Rate Feature</b>	<b>PRICE</b>
Criminal Records	\$0.00
Criminal Records Report	\$0.00
FAA Aircraft (Report Included)	\$0.00
Real Property (Assessments, Deeds and Mortgages)	\$0.00
Real Property Report	\$0.00
Sexual Offenders (Report Included)	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00



**Flat Rate Price Schedule: Accurint® for Law Enforcement (A4LE)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in the Subscription plan.

<b>A4LE Flat-Rate Feature</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In the News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except in Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00



Disclosed Entity Service	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged at Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00

Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
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)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$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, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, 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
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$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, Email Search Premium, 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	\$0.00
-Businesses At Address	\$0.00

-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses at Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$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)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$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	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$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	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50

-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00

-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (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	--

**Flat Rate Price Schedule: Accurint® for Government (A4G)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in the Subscription plan.

<b>A4G Flat-Rate Feature</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In the News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Search	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except in Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Search	\$0.25
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Report	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged at Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$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
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
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)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
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, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, 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
Additional Report Options:	--
- Real Time Phone Search	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement 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.	\$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	\$0.00



Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
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	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses at Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$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)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$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	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.00
-Federal Firearms & Explosives License Search	\$0.40

-Liens And Judgments	\$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	\$0.00
-Properties	\$0.00
- Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch Services</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (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	--

**Flat Rate Price Schedule: Accurint® for Law Enforcement Plus (A4LE+)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in the Subscription plan.

<b>A4LE+ Flat-Rate Feature</b>	<b>Price</b>
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Businesses In the News (not discountable)	\$5.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Corporation Filings (Report Included Except in Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Liens & Judgments	\$0.00
Lineup	\$0.00

Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged at Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$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, Email	\$0.00

Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$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, Email Search Premium, Bankruptcy Filings and Corporate Affiliations.	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
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	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses at Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$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)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Liens and Judgments	\$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	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$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 (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Batch Person Search	\$0.50
Batch Telephone	\$0.10
Deceased Person	\$0.25
Real Time Phone Search	\$0.50



**Flat Rate Price Schedule: Accurint® for Government Plus (A4Gov+)**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
N/A	\$150/month (\$1,800/year)

Accurint: Annual minimum must be \$1,800. Minimal Accurint annual revenue commitment for any Accurint account. Prior to the final invoice, a review of the account will determine if commitment has been met. If not, the customer will be billed for the difference on their final annual invoice.

Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered “Standard Features” and are included in the Subscription plan.

<b>A4GOV+ Flat-Rate Feature</b>	<b>PRICE</b>
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Businesses in the News (not discountable)	\$5.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Corporation Filings (Report Included Except in Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Liens & Judgments	\$0.00

Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National Motor Vehicle Accident Search & Report	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged at Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses	\$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
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Phone Search	\$0.00
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50

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<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
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, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, 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
Additional Report Options:	--
-Real Time Phones Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
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
Government Location Report (charged per search)	\$1.00
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	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses at Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$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)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$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	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$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	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch Services</b>	
Advanced Person Search	\$0.50
Batch Person Search	\$0.50
Batch Telephone	\$0.10
Deceased Person	\$0.25
Real Time Phone Search	\$0.50

### Accurint® Transactional Subscriptions

Accurint transactional (per-search) pricing is also available, if desired. This pricing requires a \$150 per-month minimum commitment from each agency, regardless of the number of users. Each month the agency would pay \$150 or the total fee for all Accurint searches conducted during the month, whichever is greater. Each agency would incur charges for each search, pursuant to prices listed in the separately attached Accurint Transactional Price Schedules.

Implementation Fee	Monthly Minimum
N/A	\$150/month

### Transactional Price Schedule: A4LE

Pricing is per hit unless otherwise indicated.

A4LE Transactional Feature	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business Search (charged per search) (not discountable)	\$0.35
Businesses In the News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except in Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25

Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments (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
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	\$1.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (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 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Deed Search	\$1.00



Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
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, Email Search Premium, Bankruptcy Filings and Corporate Affiliations.	\$3.50
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.50



Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses at Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered at Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
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)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00

-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (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	--

**Transactional Price Schedule: A4Gov**

Pricing is per hit unless otherwise indicated.

<b>A4Gov Transactional Feature</b>	<b>PRICE</b>
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID	\$1.30
Business InstantID & FraudDefender	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In the News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Search	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except in Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Search	\$0.25
Dun & Bradstreet Global Market Identifiers Search	\$3.75

Dun & Bradstreet Report	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Liens & Judgments (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
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (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 - 100,000	\$6,000.00
Professional Licenses (charged per search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00

Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
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, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	
- Real Time Phone Search	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement 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.	\$4.00
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.	\$3.50
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50

Comprehensive Address Report: (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses at Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered at Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
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)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25



-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
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 discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-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 discountable)	\$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
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch Services</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (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	--

**Transactional Price Schedule: A4GC**

Pricing is per hit unless otherwise indicated.

<b>A4GC Contact &amp; Locate NON-FCRA Transactional Feature</b>	<b>PRICE</b>
Advanced Person Alerts Update	\$0.35
Associates ("Next Steps")	\$1.00
Basic Lookup (not discountable)	\$0.10
Business Bankruptcy Report (charged per search)	\$1.00
Business Bankruptcy Search (charged per search) (not discountable)	\$0.25
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In the News (not discountable)	\$5.00
Canadian Phones	\$0.40
Corporation Filings (Report Included Except in Delaware)	\$1.00
Death Records (charged per search) (not discountable)	\$0.25
Death Records Report (charged per search)	\$1.00
Deep Skip Search	\$0.50
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Driver Licenses	\$0.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
Fictitious Business Name	\$0.50
InstantID (charged per search)	\$0.75
InstantID With FraudDefender (charged per search)	\$1.05
Marriages / Divorces Search	\$1.00
Motor Vehicle Locator	\$0.75
Motor Vehicle Locator Report	\$1.00
National UCC Filings (Report Included)	\$1.00
Neighbors ("Next Steps") (not discountable)	\$0.25
People At Work Locator	\$1.00
People In the News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (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 - 100,000	\$6,000.00
Person Search (not discountable)	\$0.35
Phone History Report (not discountable)	\$0.25
Phones Plus	\$0.50

Professional Licenses (Report Included) (charged per search)	\$1.00
Real Property Locator (Property Assessments, Deeds and Mortgages)	\$2.00
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Reverse Lookup (not discountable)	\$0.10
Social Network Report (not discountable)	\$1.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Voter Registration Locator (not discountable)	\$0.25
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Comprehensive Contact & Locate Report: Summary Report, Associates, Driver's Licenses, Email Search Premium, Neighbors, People at Work, Phones Plus, Professional Licenses, Property, Relatives (3 Degrees), UCC Filings and Voter Registration.	\$6.00
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, Email Search Premium and Corporate Affiliations.	\$3.50
Comprehensive Address Report: (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.50
Additional Report Options:	--
-Businesses At Address	\$0.25
-Driver Licenses at Address	\$0.75
-Motor Vehicles Registered at Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report: Base Report: Others Using Same SSN, Date and Location where SSN Issued, Comprehensive Report Summary, Address Summary, Company Header.	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40

-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Real Property Locator	\$1.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-UCC Filings	\$1.00
-Voter Registration Locator (not discountable)	\$0.25
<b>Online Batch</b>	
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Multiple = 2 Or More Phones/Addresses Returned	--

<b>A4GC Decisioning FCRA Transactional Feature</b>	<b>PRICE</b>
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up to Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
Equifax Credit Report (not discountable)	\$2.25
FAA Aircraft (Report Included) (not discountable)	\$0.25
FAA Pilots (Report Included) (not discountable)	\$0.25
Federal Firearms & Explosives (not discountable)	\$0.25
Hunting/Fishing Licenses (not discountable)	\$0.25
Judgments & Liens (charged per search) (not discountable)	\$0.25
Judgments & Liens Report	\$1.00
Marriages / Divorces Search	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Mortgages and Deeds Search	\$1.00
Property Mortgages and Deeds Report (excluding Deed image)	\$1.00
Real Property (Assessments, Deeds and Mortgages)	\$2.00
Real Property Report	\$2.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
Watercraft	\$0.50
Watercraft Report	\$1.00

<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
Comprehensive Contact & Locate Report: Summary Report, Bankruptcy, Email Search Premium, Hunting / Fishing Permits, and Liens & Judgments	\$6.00
Comprehensive Address Report	\$0.00
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Liens And Judgments (charged per search)	\$0.25
Custom Comprehensive Report	\$0.00
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-Email Search Premium (not discountable)	\$0.40
-Liens And Judgments (charged per search)	\$0.25
-Real Property	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00

### Transactional Price Schedule: Accurint® for Government Eligibility (A4GE)

Pricing is per hit unless otherwise indicated.

<b>A4GE Contact &amp; Locate NON-FCRA Features</b>	<b>PRICE</b>
Basic Lookup (not discountable)	\$0.10
Canadian Phones	\$0.40
Death Records (charged per search) (not discountable)	\$0.25
Death Records Report (charged per search)	\$1.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
InstantID (charged per search)	\$0.75
InstantID With FraudDefender (charged per search)	\$1.05
Person Search (not discountable)	\$0.35
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Reverse Lookup (not discountable)	\$0.10

<b>A4GE Decisioning FCRA Features</b>	<b>PRICE</b>
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
FAA Aircraft (Report Included) (not discountable)	\$0.25
Real Property (Assessments, Deeds and Mortgages)	\$2.00
Real Property Report	\$2.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
Watercraft	\$0.50
Watercraft Report	\$1.00

**LexisNexis® Accurint® Virtual Crime Center (AVCC)**

The subscription to AVCC includes unlimited access to a) Accurint for Law Enforcement, b) Accurint for Law Enforcement Plus and c) Accurint for Law Enforcement Mobile. All subscriptions include premium features Real Time Phones, Real Time MVR, Virtual Identity Report, Jail Booking and Email. All other premium features within Accurint for Law Enforcement, Accurint for Law Enforcement Plus and Accurint for Law Enforcement Mobile are transactional only and not included in the subscription. Exclusions identified below.

# Sworn	Annual Subscription price
750+	Custom
501-750	\$56,800
251-500	\$41,500
126-250	\$24,200
76-125	\$19,400
26-75	\$16,200
1-25	\$13,650
*Includes up to 5 Database Interfaces built and maintained. (CAD, RMS, LPR, Crash, Offender DBs are the typical implementation)	
- Above pricing is only for jurisdictions with 5,000,000 or less population served.	

<b>Accurint® for Law Enforcement Exclusions</b>	
Bankruptcy Dockets	Law Enforcement Location Report
Bankruptcy Documents	MVR Reports
Canadian Phones	News Searches
Comprehensive Healthcare Business Report	Online Batch Services
Comprehensive Healthcare Provider Report	Property Deed Image
Court Search Wizard	Provider Report Card
DE Corporation Search and Report	Provider Sanction Search and Report
Flat Rate Healthcare Business Report	Provider Search and Report
Flat Rate Healthcare Provider Report	Real Time Person Search
Identity Authenticate	Workplace Locator
Identity Verification	XML

<b>Accurint® for Law Enforcement Plus Exclusions</b>	
Bankruptcy Dockets	Identity Authenticate
Bankruptcy Documents	Identity Verification
Canadian Phones	Law Enforcement Location Report
Comprehensive Healthcare Business Report	MVR Reports
Comprehensive Healthcare Provider Report	News Searches
Contact Card Report	Online Batch Services
Court Search Wizard	Property Deed Image
D&B Global Market Identifiers	Provider Report Card
D&B Search	Provider Sanction Search and Report
DE Corporation Search and Report	Provider Search and Report
Email Search	Real Time Person Search

Flat Rate Healthcare Business Report	Workplace Locator
Flat Rate Healthcare Provider Report	XML

**Accurint® TraX with Virtual Pen Register**

**Accurint® TraX with VIPER:** Visualization and analytic tool for criminal investigations used to map locations and connections between devices in real time. **Annual Pricing starts at \$23,400.00 for an agency with up to 500 employees.** Annual Subscription dependent upon agency size and population served.



### Batch Solutions

Implementation/Change Fee	Annual Minimum
\$950 - \$3,300 based on customer requirements	\$5,000

Annual batch minimum of \$5,000. Minimal batch job revenue commitment for any single or a combination of batch products for a single batch job. Prior to the final invoice, a review of the account will determine if the commitment has been met. If not, the customer will be billed for the difference on their final annual invoice. If there are separate batch jobs with the same customer each implementation will be assessed at its own minimum.

All pricing is per hit unless otherwise specified.

<b>Batch Non-FCRA Solutions</b>	<b>PRICE</b>
<b>PHONES &amp; ADDRESSES</b>	
Address (single)	\$0.13
Address (multiple)	\$0.16
Address Monitor (single)	\$0.13
Address Monitor (multiple)	\$0.16
Geographic Coordinates (per input)	\$0.03
County Identifier (per input)	\$0.05
Jurisdiction Search	\$0.10
-Jurisdiction Search Monitor	\$0.10
Physical Address (Flag) (per input)	\$0.05
-Physical Address Monitor (Flag) (per input)	\$0.05
Frequent Mover (Flag)	\$0.05
-Frequent Mover Monitor (Flag)	\$0.05
Phone for Address	\$0.18
-Phone for Address Monitor	\$0.18
Reverse Address	\$0.13
-Reverse Address Monitor	\$0.13
Reverse Address with Phone	\$0.25
-Reverse Address with Phone Monitor	\$0.25
Right Party Address Confidence (Flag) (per input)	\$0.05
Confirmed Address (Flag) (per input)	\$0.05
Name/DOB/SSN Scores (per input)	\$0.05
Legal Market Address Package (includes Address, Jurisdiction, Physical Address Flag, Right Party Address Confidence Flag) (single)	\$0.25
Legal Market Address Package (includes Addresses, Jurisdiction, Physical Address Flag, Right Party Address Confidence Flag) (multiple)	\$0.35
Legal Market Address Package with Phone (includes Address, Jurisdiction, Physical Address Flag, Right Party Address Confidence Flag, Phone) (single)	\$0.30
Legal Market Address Package with Phone (includes Addresses, Jurisdiction, Physical Address Flag, Right Party Address Confidence Flag, Phones) (multiple)	\$0.40
NCOA	\$0.01
EDA Phones - Directory Assistance Match on Input (single)	\$0.10
EDA Phones - Directory Assistance Match on Input (multiple)	\$0.12
EDA Phones Monitor (single)	\$0.10
EDA Phones Monitor (multiple)	\$0.12
Phones Plus	\$0.25



Phones Plus Monitor	\$0.25
Contact Plus (single) (not discountable)	\$0.26
Contact Plus with Address (single) (not discounted)	\$0.33
Contact Plus (multiple) (not discountable)	\$0.31
Contact Plus with Address (multiple) (not discounted)	\$0.38
Waterfall Phones (single)	\$0.18
Waterfall Phones (multiple)	\$0.23
-Waterfall Phones Monitor (single)	\$0.18
-Waterfall Phones Monitor (multiple)	\$0.23
Landline	\$0.37
Real Time Phones (per input) (not discountable)	\$0.25
Reverse Phone	\$0.25
Address and Phone (single)	\$0.25
Address and Phone (multiple)	\$0.30
-Address and Phone Monitor (single)	\$0.25
-Address and Phone Monitor (multiple)	\$0.30
Address and/or Phone Confirmation (requires address or phone process) (single) (charged per search)	\$0.03
Address and/or Phone Confirmation (requires address or phone process) (multiple) (charged per search)	\$0.04
Residence Address	\$0.03
Residence Address (up to 20 unique current and 20 past residents)	\$0.25
Email Search Basic	\$0.25
Email Search Premium (not discountable)	\$0.40
Workplace Locator (not discountable)	\$3.50
-Workplace Locator Monitor (not discountable)	\$3.50
Phone Status Service (must be sold with Workplace Locator) (per input) (not discountable)	\$1.75
<b>IDENTITY</b>	
LexID -- Best	\$0.35
LexID -- Unique Identifier Only	\$0.02
Alternative Contact Indicator	\$0.25
Date of Birth	\$0.10
Most frequently reported SSN and/or Best SSN	\$0.35
Red Flags (per input)	\$0.10
AKA's (up to five returned)	\$0.10
<b>RELATED INDIVIDUALS</b>	
Associates	\$1.00
Associates (Flag)	\$0.05
Neighbors	\$0.25
People at Work	\$1.00
People at Work Monitor	\$1.00
People At Work (Flag)	\$0.05
Relatives (Flag)	\$0.05
Relatives	\$1.00
<b>DEMOGRAPHICS</b>	
Driver's License Locator	\$1.00
Marriages & Divorces	\$1.00
Professional Licenses	\$1.00

Voter Registration Search	\$0.25
<b>ASSETS</b>	
FAA Aircraft	\$0.25
Motor Vehicle Registration	\$1.00
Motor Vehicle Registration (Flag)	\$0.05
Property	\$1.00
Property Monitor	\$1.00
Watercraft Registration	\$1.00
<b>HEALTHCARE</b>	
NCPDP (National Council for Prescription Drug Programs) (per input)	\$2.00
Patient Household Attributes (not discounted)	\$0.05
<b>DEROGATORY AND DECEASED (Non-FCRA)</b>	
Civil and Criminal Records	\$1.00
Civil and Criminal Records (Flag)	\$0.25
Civil and Criminal Records Monitor	\$1.00
Deceased (Flag)	\$0.05
Deceased (Short Record)	\$0.25
-Deceased (Short Record) Monitor	\$0.25
Deceased	\$0.48
-Deceased Monitor	\$0.48
Bankruptcy Scrub (Short)	\$0.25
-Bankruptcy Monitor (Short)	\$0.25
Bankruptcy Scrub (Full Record)	\$0.60
-Bankruptcy Monitor (Full Record)	\$0.60
Bankruptcy Events Scrub (per input)	\$0.50
Bankruptcy Events Monitor (Per Case, Per Month)	\$0.50
Bankruptcy Events Collection (Chapter 7) (per input)	\$1.00
Bankruptcy Events Collection (Chapter 13) (per input)	\$3.00
Contact Risk Monitor	\$2.50
Foreclosure (or Pre-Foreclosure)	\$1.00
Foreclosure (or Pre-Foreclosure) (Flag)	\$0.05
Judgment and Lien	\$1.00
Foreclosure (or Pre-Foreclosure) Monitor	\$1.00
Judgment and Lien (Flag)	\$0.05
Judgment & Lien Monitor	\$1.00
Contact Risk (Flag)	\$2.00
Contact Risk	\$2.50
Possible Incarceration	\$1.00
Possible Incarceration (Flag)	\$0.25
Possible Incarcerations Monitor	\$1.00
Sex Offender Search (review of existing file)	\$1.00
National Accidents (per input)	\$0.75
Suspicious Identity (Flag)	\$0.10
<b>REPORTS</b>	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
COMPREHENSIVE 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, National Motor Vehicle Accident Search &	\$6.00

Report, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
ENTITLEMENT 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.	\$4.00
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.	\$3.50
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$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:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy	\$1.00
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	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
UCC Filings	\$0.50
Watercraft	\$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
Bankruptcy	\$1.00
Criminal Records	\$1.00
Driver Licenses Information	\$0.75
Liens and Judgments	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.75
National Motor Vehicle Accident Search & Report	\$3.00
Neighborhood Profile (2000 Census)	\$0.50
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.25
People at Work	\$1.00
Phones Plus	\$0.50
Professional Licenses	\$1.00
Properties	\$1.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$1.00
Sexual Offenses	\$1.00
Supplemental Data Sources	\$1.00

UCC Filings	\$1.00
<b>SCORING</b>	
Portfolio Evaluation Report (per input)	--
--Portfolio Evaluation Report is a custom priced feature	--
Contact Score (per input)	\$0.05

<b>Batch FCRA Solutions</b>	<b>Price Per Input</b>
<b>Derogatory And Deceased -- Banko</b>	
Bankruptcy Scrub (Short)	\$0.25
Bankruptcy Monitor (Short)	\$0.25
Bankruptcy Scrub (Full Record)	\$0.60
Bankruptcy Monitor (Full Record)	\$0.60
Bankruptcy Events Scrub (per input)	\$0.50
Bankruptcy Events Monitoring (per case, per month)	\$0.50
Bankruptcy Events Collection (Chapter 7)	\$1.00
Bankruptcy Events Collection (Chapter 13)	\$3.00

**XML Access**

<b>Implementation Fee</b>	<b>Annual Minimum</b>
\$10,000	\$10,000

Implementation fee of \$10,000. Annual XML minimum of \$10,000. Minimal XML job revenue commitment for any single or a combination of XML products for a single XML job. Prior to the final invoice, a review of the account will determine if the commitment has been met. If not, the customer will be billed for the difference on their final annual invoice. If there are separate XML jobs with the same customer each implementation will be assessed at its own minimum.

Pricing is per hit unless otherwise indicated.

<b>XML Feature</b>	<b>PRICE</b>
Advanced Person Search (Rollup and Non-Rollup)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Business Search (charged per search) (not discountable)	\$0.35
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Contact Plus Search	\$0.65
Corporate Affiliations™ (charged per search)	\$7.00
Corporation Filings (Report Included Except in Delaware)	\$1.00
Criminal Offense Photograph	\$0.25
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Directory Assistance	\$0.10
Directory Assistance Reverse Search	\$0.10
Driver Licenses	\$0.75
Driver Licenses Report	\$0.25
Email Search Basic (not discountable)	\$0.25
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil & Criminal Docket Summaries (charged per search)	\$6.00
Federal Firearms & Explosives	\$0.25
Find a Business (charged per search)	\$0.50
Florida Accidents Search (Report Included)	\$2.00
Foreclosures Search (Report Included)	\$1.00
GSA Excluded Parties (charged per search)	\$0.50
Healthcare Consolidated Provider License and Sanction Report	\$10.00
Healthcare Consolidated Search Service (charged per search)	\$5.00
Healthcare Provider Report	\$5.00
Healthcare Provider Sanction Report	\$5.00
Healthcare Provider Sanction Search	\$0.25

Healthcare Provider Search	\$0.25
Hunting/Fishing Licenses	\$0.25
Identity Contact Resolution (Basic) (charged per search)	\$0.75
Identity Contact Resolution with Phones (charged per search)	\$1.25
LexID – Unique Identifier Only	\$0.02
LexID Best (Best Name, Address, SSN, DOB, DOD, Phone, LexID Unique Identifier)	\$0.35
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Mortgage Fraud Report (All Report Options)	\$6.00
-Address History per subject	\$2.00
-Employer Validation per subject	\$0.35
-InstantID® Consumer Verification per subject	\$0.65
-Property Chronology History (charged per search)	\$3.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
National Accident Report (charged per search)	\$2.00
National UCC Filings (Report Included)	\$1.00
Neighbors Report	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Patient Household Attributes (not discountable)	\$0.05
People At Work Search	\$1.00
Person Search (not discountable)	\$0.35
Phones Plus	\$0.50
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Search	\$2.50
Property Report	\$2.50
Property Deed Search	\$1.00
Property Deed Report	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Chronology History (charged per search)	\$3.00
Rate Evasion Evaluation Analytical Tool: Basic Report Includes: Identity Validation, Matching Index, Previous Addresses, Reverse Phone, Driver's License, Motor Vehicle Registrations, Additional Drivers, Other Potential Additional Drivers.	\$1.00
Real Time Motor Vehicle Registrations (charged per search)	\$3.50
Real Time Phone Search (charged per search) (not discountable)	\$0.50
Relatives, Neighbors & Associates	\$2.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
Smartlinx Business Insights (charged per search)	\$2.00
Social Media Locator (not discountable)	\$4.00
State Civil & Criminal Filings (charged per search)	\$6.00
USA Patriot Act (charged per search)	\$0.25
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50

<b>Reports</b>	
Address Report	\$1.00
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Comprehensive Report (Best Value): 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.	\$6.00
Contact Card Report: Summary Report (With Property Indicator, Corporate Affiliations Indicator, Names Associated with Subject), Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Phones Plus (Optional), Address Summary, And Bankruptcy Information.	\$3.50
Due Diligence Business Report (charged per search)	\$25.00
Due Diligence Person Report (charged per search)	\$25.00
Identity Fraud Report (charged per search)	\$5.00
Finder/People 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.	\$3.50
Relatives, Neighbors, & Associates Report	\$2.00
Smartlinx® Business Report (charged per search)	\$20.00
-PDF Report	\$1.00
Smartlinx® Person Report (charged per search)	\$20.00
Comprehensive 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 or Executives	\$1.00
-Bankruptcy (charged per search) (not discountable)	\$1.00
-Business Registrations	\$0.25
-Company Profile or Registered Agents	\$1.00
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-PDF Report	\$1.00
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report: Base Report: Others Using Same SSN, Date and Location where SSN Issued, Comprehensive Report Summary, Address Summary, Company Header.	\$0.50
Additional Report Options:	--



-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Concealed Weapon Permits	\$0.25
-Corporate Affiliations	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substance	\$0.25
-Driver Licenses Information	\$0.75
-Email Addresses	\$0.40
-FAA Aircraft	\$0.25
-FAA Certifications (Pilots)	\$0.25
-Federal Firearms & Explosives Licenses	\$0.25
-Fictitious Businesses	\$0.50
-Florida Accidents	\$2.00
-Foreclosures	\$1.00
-Global Watchlists	\$0.25
-Healthcare Providers	\$0.25
-Healthcare Sanctions	\$0.25
-Hunting & Fishing Licenses	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-UCC Filings	\$1.00
-Voter Registration	\$0.25
-Watercraft	\$1.00



## **Identity Assurance and Fraud Detection Solutions**

### **LexisNexis® Dynamic Decision Platform (DDP)**

LexisNexis® Dynamic Decision Platform is an identity platform.

<b>Implementation Services/Annual Support Fee</b>	<b>Annual Minimum</b>	<b>DDP Professional Consulting Services</b>
\$10,000 - \$50,000	\$20,000	\$300/hour

Professional implementation services and ongoing support include project management, technical support, SME analysis and reporting. Professional Consulting Services will be scoped based on customer needs for each implementation and subsequent changes. Each workflow may have separate implementation and consulting fees.

Annual DDP minimum spend of \$20,000 on transactions across all workflows.

### **LexisNexis® AmplifyID**

LexisNexis® AmplifyID (**formerly known as Risk Intelligence Network**) is a collaborative identity risk information and analytics platform. The platform links and integrates internal agency data and large-scale external identity data sets. It provides comprehensive, configurable, purposeful views of identities.

### **LexisNexis® AmplifyID: Identity Risk Navigator Module**

Identity Risk Navigator is designed to help agencies make better informed decisions to ensure benefits and services are more efficiently getting to the right people while defending against a spectrum of costly threats from identity fraud and facilitating more equitable access to benefits. The platform not only provides user-friendly investigative intelligence but also integrates into real-time identity authentication and threat prevention workflows, saving time and taxpayer dollars. Backed by expert analyst support from LexisNexis Risk Solutions, this easy-to-use solution is the most practical and comprehensive solution for uncovering hidden threats, minimizing false positives, and giving agency staff actionable insights for intelligent decisions on priority cases.

Identity Risk Navigator	\$0.90/identity
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1. Module pricing is an Annual License Fee plus a One Time Implementation Fee. The Annual License Fee can be set up 1) As an annual subscription payable in 12 equal monthly installments, or 2) As an annual subscription paid in 1st invoice of initial term and any renewal term. One Time Implementation Fee is \$15,000 payable in customer's first invoice. Implementation includes the following services: project management, data evaluation and testing, business requirements assessment model calibration, and end user training.
2. All pricing is per Identity. Annual License Fee includes Network Scoring and Device Assessment for Application and Log-In Transaction and unlimited Portal User. Pricing volumes are based on program adult; however, the Network will accept and analyze all program participants (entire household including minors) for analysis up to a volume cap of total adults x 5 (Volume Cap). Batch query transactions will be limited to one batch per day, not to exceed the total adult program population x 5 (Volume Cap).
3. If Customer exceeds the Volume Cap, Customer will pay a per identity overage fee defined in the Schedule A.
4. At each renewal term, a 5% increase will be applied to the Annual License Fee. The overage fee will also increase by 5% every 12 months.

**LexisNexis® AmplifyID: Master Person Index Module**

Master Person Index (MPI) allows agencies to improve their population data management with a cross-program, non-PII, HIPAA-compliant unique identifier. The MPI provides the capability to link identities at points where accuracy is mission critical. Leveraging the LexisNexis built-in referential data sets and linking technology, the MPI will resolve identities with precision, provide transparency through a data remediation platform, and enable data sharing for effective decision-making.

Master Person Index	\$0.70/identity
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Master Person Index pricing is an Annual License Fee plus a One Time Implementation Fee of \$15,000.

1. The Annual License Fee can be set up 1) As an annual subscription payable in 12 equal monthly installments, or 2) As an annual subscription paid in 1st invoice of initial term and any renewal term.
2. The One Time Implementation Fee is per program/eligibility system implemented and is payable in customer's first invoice. Implementation includes the following services: project management, data evaluation and testing, business requirements assessment model calibration, and end user training.
3. All pricing is per program based on current program participation volumes by individual program participant or those eligible, which includes adults and children. Each contract year the program participation volumes will be reviewed by customer and LexisNexis. If Customer exceeds the Volume Cap, Customer will be moved to the next volume tier and invoiced for the volume tier price difference on the next available billing cycle.
4. At each renewal term, a 5% increase will be applied to the prior years' Annual License Fee or the Annual License Fee of the selected tier per program based on program participation volume.

**LexisNexis® AmplifyID: Program Participation Analyzer Module**

Program Participation Analyzer (PPA) is a contributory platform solution that assists State Agencies with the identification and prevention of duplicate participation.

Program Participation Analyzer	\$0.80/identity
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Program Participation Analyzer pricing is an Annual License Fee plus a One Time Implementation Fee of \$15,000.

1. The Annual License Fee can be set up 1) As an annual subscription payable in 12 equal monthly installments, or 2) As an annual subscription paid in 1st invoice of initial term and any renewal term.
2. The One Time Implementation Fee is per program/eligibility system implemented and is payable in customer's first invoice. Implementation includes the following services: project management, data evaluation and testing, business requirements assessment model calibration, and end user training.
3. All pricing is per program based on current program participation volumes by individual program participant or those eligible, which includes adults and children. Each contract year the program participation volumes will be reviewed by customer and LexisNexis. If Customer exceeds the Volume Cap, Customer will be moved to the next volume tier and invoiced for the volume tier price difference on the next available billing cycle.
4. At each renewal term, a 5% increase will be applied to the prior years' Annual License Fee or the Annual License Fee of the selected tier per program based on program participation volume.

## **Fraud Risk Decisioning**

### **FraudPoint®**

FraudPoint® solutions can help prevent fraud, reduce costs, and streamline decisions so that your business steers clear of fraud and stays focused on profitable customers. FraudPoint® solutions are available as an effective, calculated risk score or as attributes for modeling within internal scoring or rules engines.

FraudPoint® Score	\$0.55/input
FraudPoint® Attributes	\$0.60/input
FraudPoint® Score & Attributes	\$0.62/input
Bureau Fraud Flags	\$0.15/input
FraudPoint® Score with Digital Insights Score	\$0.60/input
FraudPoint® Score, Digital Insights Score plus both attributes	\$0.68/input
FraudPoint® Attributes and Digital Insights Attributes Only	\$0.65/input
FraudPoint® Custom Score	\$0.55/input
FraudPoint® Custom Score with FDN	\$0.60/input
FraudPoint® Custom Score and Attributes	\$0.62/input
FraudPoint® Custom Score with FDN and Attributes	\$0.67/input
FraudPoint® Score, Custom Digital Insight Score plus both attributes	\$0.68/input
FraudPoint® Custom Score, Digital Insights Score plus both attributes	\$0.68/input
FraudPoint® Custom Score, Custom Digital Insights Score plus both attributes	\$0.68/input
FraudPoint® Custom Score, Custom Digital Insights Score	\$0.60/input

### **LexisNexis® Email Risk Assessment**

LexisNexis® Email Risk Assessment (ERA) connects you to coverage of more than 5 billion email addresses obtained from a proven variety of sources to help your business quickly detect valid and invalid email addresses. By returning an easy-to-interpret risk score between 0 and 1,000 along with risk indicators and when available, other Personally Identifiable Information (PII), ERA delivers succinct decisioning data that supports risk-based assessment and fraud mitigation strategies.

LexisNexis® Email Risk Assessment	\$0.15/input
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### **LexisNexis® Emailage®**

LexisNexis® Emailage® is a powerful fraud risk scoring solution fueled by email intelligence. It gives a clear picture of who is behind a transaction—and the risk associated—so government agencies can automate decisioning workflows, improve citizen experience, maximize efficiencies, and protect program integrity. LexisNexis® Emailage® returns an overall risk score and confidence scores, along with metadata points such as email and domain details and other Personally Identifiable Information (PII) to provide users with succinct decisioning data that supports risk-based assessment and fraud mitigation strategies.

LexisNexis® Emailage®	\$0.14/input
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### **ThreatMetrix® for Government**

ThreatMetrix® for Government offers one of the world's largest digital identity networks, combined with a dynamic decisioning platform, and the ability to integrate with mobile applications and electronic transmissions of consumer or business data within an organization. With the intelligence from billions of electronic transmissions and transactions, embedded machine learning, and a powerful decision platform, LexisNexis Risk Solutions provides an enterprise solution for digital identity intelligence and authentication. This helps your government agency to make insightful, real-time customer trust decisions

and unify decision analytics across the entire digital journey, while reducing fraud loss and abandoned transactions.

<b>ThreatMetrix® for Government Transaction Types</b>	<b>Price</b>
Logins	\$0.07 per input
New Account Opening	\$0.55 per input
BOT Detection	\$0.03 per input

**NOTE:** In addition, ThreatMetrix® for Government requires a \$20,000 annual purchase commitment. Implementation needs will be scoped, but a minimum of 166 hours of professional services support at \$300 per hour is required to implement each use case and each channel; this implementation fee will be billed monthly over the first 12 months. Support and maintenance charges are included. Other fees or optional add-ons:

1. Optional onsite training is available for \$10,000 per session; on-demand portal-based training is available at no additional cost.
2. One SSL Certificate included additional SSL Certificates can be purchased for \$1,500 per URL.
3. Three Org IDs included there's a one-time fee of \$600 per additional Org ID.
4. SFTP access, which allows the download of input/output data from transactions, can be purchased separately for \$15,000 per quarter.

#### **ThreatMetrix® for Government Add-On: BehavioSec®**

BehavioSec®, an add-on to ThreatMetrix® for Government, provides an additional layer of defense to risk assessment without creating a negative user experience. BehavioSec® looks at interactive gestures, such as how an individual types on a keyboard, moves a mouse, holds a phone, or taps a touch screen and compares those characteristics with known digital behavioral traits common to fraudsters, bots, and trusted users. By combining BehavioSec's capabilities with ThreatMetrix® for Government digital identity intelligence, you gain an innovative combined solution for genuine user recognition, improved risk assessment, and more accurate fraud detection without unnecessary interference in the user experience.

<b>BehavioSec®</b>	<b>Price</b>
Logins	\$0.035 per input
New Account Openings	\$0.275 per input

#### **LexisNexis® Order Score and/or Attributes**

LexisNexis® Order Score delivers a single score derived from public record information, identity characteristics, and connection method to assess the fraud risk of online transactions. It also uses advanced IP address geo-location software to verify each order's originating city, state, country, and continent. The robust fraud detection engine in LexisNexis® Order Score evaluates high-risk patterns or conditions found during address and identity verification. It resolves false-positive failures using a customer's most current address data and summarizes all results in a single three-digit score.

LexisNexis® Order Score and/or Attributes	\$0.13/input
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## **Identity Verification**

### **LexisNexis® Instant Verify**

LexisNexis® Instant Verify instantly helps verify personal identity data and professional credentials, to make more informed decisions quickly and securely.

LexisNexis® Instant Verify	\$0.35/input
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### **LexisNexis® InstantID®**

LexisNexis® InstantID® quickly searches billions of public records, alerting you to potential data mis-keys, which can often be mistaken for fraudulent data. LexisNexis® InstantID® can also spot discrepancies in Social Security Numbers (SSN), addresses, and dates of birth. Digital Insights provides additional risk indicators if email and/or phone number is found within the Digital Identity Network blacklist.

InstantID® Consumer	\$0.75/input
InstantID® Consumer with FraudPoint Score	\$1.50/input
InstantID® Consumer with Red Flags Rule Report	\$1.00/input
InstantID® Consumer with FraudPoint Score with Red Flags Rule	\$1.75/input
InstantID® Consumer Add-On	
+ Digital Insights	\$0.05/input

### **LexisNexis® Digital Identity Interface for Government**

LexisNexis® Digital Identity Interface for Government (DIIG) is a flexible solution that offers customers the ability to select specific verification checks to meet their identity proofing needs. DIIG helps customers verify personal and business identity data to make informed decisions quickly and securely.

DIIG Base Product	\$0.35/transaction
Optional Add-on: MNO Phone Verification	\$0.15/transaction

Subscription pricing available upon request.

### **LexisNexis® Flex ID**

LexisNexis® Flex ID speeds customer onboarding by delivering key information to confirm a customer's identity in the format that fits your business rules. With Flex ID, you get faster identity verification information that keeps compliance requirements and operational costs in check.

FlexID	\$0.25/input
FlexID with Driver License	\$0.28/input
FlexID with Verification Summary Flags	\$0.35/input
FlexID with Driver License & Verification Summary Flags	\$0.38/input
FlexID with SSN Return	\$0.45/input
FlexID with Driver License & SSN Return	\$0.48/input
FlexID with Verification Summary Flags & SSN Return	\$0.55/input
FlexID with Driver License & Verification Summary Flags & SSN Return	\$0.58/input
Add-On: Digital Insights (incremental fee per transaction)	\$0.05/input

## Identity Authentication

### InstantID® Q&A

InstantID® Q&A is a consumer knowledge-based authentication (KBA) technology and identity fraud prevention service that confirms a consumer's identity in seconds by leveraging access to billions of public records and non-credit data to generate non-intrusive authentication questions. InstantID® Q&A can be integrated across multiple touchpoints in the financial institution—delivered via XML or web services.

Instant ID® Q&A	\$1.30/input
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### TrueID®

TrueID® helps organizations instantly authenticate identity documents, fight fraud and improve the customer experience by:

- Performing up to 50 different text- and image-based tests and checking IDs against a database of nearly 4,100 ID types from approximately 200 countries
- Consistently flagging suspicious items on IDs that may be invisible to the naked eye
- Reducing authentication times without compromising security—manual authentication can take anywhere from 90 seconds to 5 minutes per ID; with TrueID Mobile, ID authentication can be completed in a few seconds
- Having simple and flexible deployment across multiple platforms (Microsoft Windows, mobile, cloud, POS, etc.)
- Extracting identity data for automated form fill or for additional identity proofing leveraging LexisNexis verification or KBA solutions

### TrueID® Web Service

- Non-FCRA product
- Available via Online
- \*Hardware purchase includes a 1-year warranty

Barcode Scan -- Submit ID image back only for barcode decryption to accurately extract ID document data.	\$0.17/input
FormFill - Submit an ID image and utilize OCR and/or barcode decryption to accurately extract ID document data.	\$0.62/input
Document Authentication (includes FormFill) - Automated forensic analysis of submitted ID images with real time computerized response in seconds.	\$1.04/input
Portrait Match - Facial biometrics used to match ID portrait image with user provided selfie image.	\$0.20/input
Add on: Passive Liveness – Provides a pass/fail score for selfie image. (Document Authentication is required to add on Passive Liveness.)	\$0.05/input



**TrueID® All In One**

Product	# Of Workstations	Price per Workstation (Includes Device and Software for 1st 24 months)	Annual Price Per Workstation (Software) Months 25+
All-In-One Identity Document Authentication Appliance (Required)	Up to 25 workstations *	\$3,800.00	--
	Additional Workstations **	\$2,300.00	--
All-In-One Identity Document Authentication Software License (Required)	All Tiers	\$2,200.00	\$1,100.00
Carefree Maintenance & Support Service (Required)	Price per Workstation (Annual) ***	\$215.00	

\* Minimum of 10 workstations must be sold

\*\* Custom pricing available for more than 10 retail or branch locations, or purchases of more than 50 workstations

\*\*\* Carefree will be invoiced at \$430 per workstation as a one-time, upfront payment in the Initial Term (to cover 1<sup>st</sup> 24 months) and then \$215 per workstation annually thereafter

**LexisNexis® Phone Finder**

LexisNexis® Phone Finder leverages a database of over 1,500 sources for phone content that includes a proprietary, aggregated database of wireless, unlisted, and listed landlines, gateway providers for additional phone content, Electronic Directory Assistance, and many others. The solution tells our customers whom a phone number belongs to as well as what additional phone numbers might be associated with an identity. When trying to authenticate an individual and/or prevent fraud, gaining a clear understanding of the associations between a phone number, an identity, and the risk with that phone number is a key step in several account opening and management processes. What are the best subjects for a phone number? What are the best phone numbers for a subject? Is there any risk in calling/contacting this person at a given phone number? Phone Finder will deliver relevant, rank-ordered connections between phones and identities. Phone Finder will also assess the risk of the phone number prior to our clients making a phone call to a client and/or prior to sending an OTP. This risk assessment will look at indicators such as dates of phone association, porting, forwarding, spoofing, high-risk carriers like prepaid/VOIP, OTP velocity and many others. Knowing there may be risk with a phone ahead of time allows our customers to adjust their authentication method to protect themselves and their customers. Phone Finder can help facilitate key authentication activities for high-risk, high-value transactions while helping you strengthen compliance, protect your agency, and improve the customer experience.

LexisNexis® Phone Finder Basic	\$0.23/input
LexisNexis® Phone Finder Ultimate	\$0.40/input
LexisNexis® Phone Finder Ultimate with MNO	\$0.75/input

**LexisNexis® Line Risk Assessment**

LexisNexis® Line Risk Assessment provides succinct decisioning support with a pass or fail associated to the phone number entered. Access additional insight and risk intelligence to reinforce authentication processes and improve the customer experience with Line Risk Assessment. The rules indicate Porting, Spoofing and One Time Password activity associated to the phone entered.

LexisNexis® Line Risk Assessment	\$0.13/input
LexisNexis® Line Risk Assessment with MNO	\$0.38/input

### **LexisNexis® One Time Password**

LexisNexis® One Time Password provides a cost effective, easy-to-use alternative, sending a simple alphanumeric authentication code via email, text, or voice telephone call to a device they already have in their possession. LexisNexis® One Time Password can help protect your system against identity theft, weak passwords, password reuse, and session-based attacks with little disruption to the customer experience. Additionally, it allows your organization to verify and authenticate users prior to enabling a high-risk or high-value transaction, providing an additional factor of authentication.

LexisNexis® One Time Password	\$0.08/input
LexisNexis® One Time Password International	\$1.00/input

### **LexisNexis® Passwordless Authentication Powered by Trusona**

Passwordless Authentication powered by Trusona complements the LexisNexis® identity authentication workflow by providing users the option to use passkeys as a password alternative and replacement. Authentication Cloud provides a full passwordless authentication option, while SMS OTP replacement is used in combination with a username and password, providing a second factor authentication that is phishing resistant. Implementation of passwordless authentication allows your organization to ensure a better end user experience, increased security, reduced fraud, lower agency costs, and alignment with changing government guidelines.

LexisNexis® Passwordless Authentication Powered by Trusona Authentication Cloud - Platform Fee (up to three apps)	\$15,600
LexisNexis® Passwordless Authentication Powered by Trusona Authentication Cloud - Platform Fee (each additional app)	\$7,800
LexisNexis® Passwordless Authentication Powered by Trusona Authentication Cloud	\$1.30/monthly active user
LexisNexis® Passwordless Authentication Powered by Trusona SMS OTP Replacement	\$0.039/transaction

### **Business Due Diligence Suite**

#### **LexisNexis® InstantID® Business**

LexisNexis® InstantID® Business delivers instant access to proven business content, stronger entity linking and advanced analytics to give your business precise decisioning perspective to maximize approval rates and minimize risk. By combining the reach of more than 10,000 data sources with the intelligence of industry-leading linking capabilities, InstantID® Business accelerates entity verification and rapidly connects businesses with associated representatives to provide a detailed decisioning viewpoint. The standard version runs people and business through OFAC; the Compliance version runs people and business through OFAC as well as 14 other sanctions databases.

<b><u>InstantID® Business:</u></b> InstantID Business (includes Consumer Verification Index for one authorized representative)	\$2.00 per transaction
<b><u>InstantID® Business:</u></b> InstantID Business Compliance (includes Consumer Verification Index for one authorized representative)	\$2.50 per transaction
<b><u>InstantID® Business:</u></b> Additional Consumer Verification Index (CVIs, for up to four additional authorized representatives)	\$0.75 per transaction



### **LexisNexis® Flex ID Business**

LexisNexis® Flex ID Business combines instant verification with critical intelligence that sheds light into the business and its representatives. Quickly see linkages between the business and authorized agents—and attain precise insight with flags and codes that highlight specific areas of concern, increasing decision clarity and consistency.

LexisNexis® Flex ID Business	\$1.00 per input
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### **LexisNexis® Business Attributes**

LexisNexis® Business Attributes analyzes data from business and business owner public records and is a set of 200+ attributes derived from LexisNexis data. Attributes are often used for in-house modeling, enhancing database, and supporting auto-decisioning.

<b>Business Attributes:</b> set of 200+ attributes derived from LexisNexis alternative data	\$5.50 per hit
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### **LexisNexis® Business Credit Score & LexisNexis® Business Blended Credit Score**

LexisNexis® Business Credit Scores predict the likelihood that a business will have serious delinquency, bankruptcy or charge-off within the next 18 months. Provides an indication of a business' general stability / viability. Two versions of the Business Credit Score are offered: 1) LexisNexis® Business Credit Score is commercial version of the Score and uses only data associated with the business. 2) The LexisNexis® Business Blended Credit Score uses data about the provided authorized representative as well as the business. The Business Credit Scores are also sold in bundles with Business Attributes (described above).

<b>Business Credit Score:</b> Score based on data about the business (per hit per month)	\$5.50 per hit
<b>Business Blended Credit Score:</b> Score based on data about the business as well as the provided authorized representative (per hit per month)	\$7.50 per hit
<b>Bundle of Business Credit Score and Business Attributes:</b> includes both products (per hit per month)	\$9.85 per hit
<b>Bundle of Business Blended Credit Score and Business Attributes:</b> includes both products (per hit per month)	\$12.15 per hit

### **LexisNexis® Business Data Enrichment Suite**

Updating your business relationships is essential to sound risk management. LexisNexis® Business Data Enrichment Suite facilitates that process. Drawing from an unparalleled reach of fresh data filtered by sophisticated analytics, you can quickly update customer profiles, fill in gaps and stay in the loop on developments that impact your risk. It is also a useful tool for identifying ways to better match your services to customers' profiles.

Business Data Enrichment: FEIN Plus Pack (FEIN)	\$1.25 per hit
Business Data Enrichment: Business Address and Phone Pack (Name, Address, Phone)	\$1.25 per hit
Business Data Enrichment: Business Executives Pack (Executive/Owner/Auth Rep info)	\$1.25 per hit
Business Data Enrichment: Derogatory Public Records Pack (Bankruptcy, Judgments, Liens)	\$0.94 per hit
Business Data Enrichment: Diversity Pack (Diversity Certifications)	\$0.63 per hit
Business Data Enrichment: Secretary of State Pack (Active/Inactive, Incorp data)	\$0.94 per hit
Business Data Enrichment: Industry Classifications Pack (SIC, NAICS)	\$0.63 per hit
Business Data Enrichment: Profile Pack (Estimated Sales, Employees)	\$0.63 per hit
Business Data Enrichment: UCC Pack (UCCs)	\$0.63 per hit
Business Data Enrichment: LexID Business Pack (SELEID, OrgID)	\$0.63 per hit

**LexisNexis Risk Management Solutions®**

LexisNexis Risk Management Solutions® (RMS) is set of intelligent identity tools integrated together to help you resolve identities, confirm identity connections, uncover, and prevent fraud, and support deeper identity investigations. RMS gives you the tools to search, monitor, score and investigate consumers and business quickly and efficiently. Intuitive administrative features streamline workflow management.

<b>RMS (3 or more users):</b> 3X-Factor applies meaning when enough searches have been “consumed” to equal 3 times the amount of the monthly subscription amount, the cost of searches will be charged by transaction. The cost of searches ranges from \$0.10 to \$325 based on type of search. One year commitment.	\$169.00 per user per month
<b>RMS Required Add-on – LN Integrated Web Search (3 or more users):</b> 3X-Factor applies meaning when enough searches have been “consumed” to equal 3 times the amount of the monthly subscription amount, the cost of searches will be charged by transaction	\$11.00 per user per month
<b>Risk Management Solution: Subscription with usage cap (1.5 X Factor, some exclusions):</b> 1.5 X-Factor applies meaning when enough searches have been “consumed” to equal 1.5 times the amount of the monthly subscription amount, each additional search will be charged by transaction. Certain features are excluded from subscriptions and shall in all cases be charged transactionally. One year commitment.	\$500.00 monthly subscription with usage cap

**LexisNexis Risk Management Solutions® Feature Price Schedule**

Pricing is **per search / report** unless otherwise indicated:

<b>Feature</b>	<b>Price</b>
Aircraft Registrations (charged per hit)	\$5.00
All Company Information	\$5.00
Automated Risk Assessment Report (charged per hit) (not discountable)	\$0.50
Automated Risk Assessment Report - Account Opening (not discountable)	\$2.25
Automated Risk Assessment Report - Account Opening with Fraud Check (not discountable)	\$2.75
Automated Risk Assessment Report - Call Center (not discountable)	\$2.00
Automated Risk Assessment Report - Call Center with Fraud Check (not discountable)	\$2.50
Bankers' News	\$5.00
Bankruptcies	\$3.00
Bankruptcies, Judgments & Liens	\$8.00
Boat Registrations (charged per hit)	\$5.00
Business Assurance Reports:	
- Base Business Report (OFAC Terrorist List, Bankruptcy, Judgment Search, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation) (not discountable)	\$140.00
- Base Business Principal Report (OFAC Terrorist List, Bankruptcy, Judgment Search, Tax Lien State, Tax Lien Federal, Federal Civil Litigation) (not discountable)	\$140.00
- Commercial Leasing Report (Find A Business, Fictitious Business Name Search, OFAC Terrorist List, Bankruptcy, Business Credit (Experian), Judgment Search, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation, County UCC Search - 5 year) (not discountable)	\$265.00
- Commercial Lending Report (Find A Business, OFAC Terrorist List, Bankruptcy, Business Credit (Experian), Judgment Search, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation, Negative Publicity) (not discountable)	\$265.00

- Commercial Real Estate Report (Find A Business, OFAC Terrorist List, Bankruptcy, Judgment Search, Foreclosure Search, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation, County UCC Search - 5 year) (not discountable)	\$225.00
- Comprehensive Business Principal Report (Find a Person, OFAC Terrorist List, Bankruptcy, Judgment Search, Foreclosure Search, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation, County Felony & Misdemeanor, Federal Felony & Misdemeanor, County UCC Search - 5-year, Negative Publicity) (not discountable)	\$325.00
- Partner/Vendor Report (OFAC Terrorist List, Bankruptcy, Judgment Search, SEC Violations, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation, County Felony & Misdemeanor, Federal Felony & Misdemeanor, Negative Publicity) (not discountable)	\$290.00
- Small Business Report (Find a Business, Fictitious Business Name Search, OFAC Terrorist List, Bankruptcy, Judgment Search, Business Credit (Experian), SEC Violations, Tax Lien State, Tax Lien Federal, County Civil Litigation, Federal Civil Litigation) (not discountable)	\$230.00
Canadian Phones (charged per hit)	\$2.00
Collateral Analytics:	
- Collateral Analytics Complexity Profiler (charged per hit) (not discountable)	\$4.00
- Collateral Analytics Complexity Profiler Plus (charged per hit) (not discountable)	\$7.00
- Collateral Analytics Market Condition – 1004 MC (charged per hit) (not discountable)	\$4.00
- Collateral Analytics Neighborhood Value Range (charged per hit) (not discountable)	\$10.00
- Collateral Analytics Neighborhood Value Range Plus (charged per hit) (not discountable)	\$13.00
- Collateral Analytics Risk Profiler (charged per hit) (not discountable)	\$12.00
- Collateral Analytics Value AVM Express (charged per hit) (not discountable)	\$4.00
- Collateral Analytics Value AVM (charged per hit) (not discountable)	\$9.00
- Collateral Analytics Value AVM Plus (charged per hit) (not discountable)	\$12.00
- Collateral Analytics Value AVM Interactive (charged per hit) (not discountable)	\$10.00
- Collateral Analytics Value AVM Interactive Plus (charged per hit) (not discountable)	\$13.00
- Collateral Analytics Value Range AVM (charged per hit) (not discountable)	\$5.00
- Collateral Analytics Value Range AVM Plus (charged per hit) (not discountable)	\$8.00
Concealed Weapons	\$0.25
Corporate and Political Biographies Search	\$5.00
Corporate Affiliations™	\$7.00
Criminal Records	\$5.00
D&B Business Information Report (not discountable)	\$79.00
D&B Comprehensive Report (not discountable)	\$109.00
D&B FEIN	\$5.00
D&B Global Market Identifiers	\$5.00
D&B Minority and Women-Owned Businesses	\$5.00
D&B Private Company Insights	\$7.00
D&B World base Report (charged per hit) (not discountable)	\$5.00
DE Secretary of State (not discountable)	\$20.00
Deaths & Obituaries in the News	\$2.50
Driver Licenses (charged per hit)	\$1.00
Drug Enforcement Administration Registrants	\$0.50
Due Diligence Business Report	\$25.00
-Due Diligence Business Report – Linked	\$18.75
Due Diligence Person Report	\$25.00
-Due Diligence Person Report – Linked	\$18.75
Emailage	\$0.14

Experian Business Data	\$10.00
Email Search Basic (charged per hit)	\$0.25
Email Search Premium (charged per hit) (not discountable)	\$0.40
FAA Pilot Licenses	\$5.00
Federal Civil & Criminal Docket Summaries	\$6.00
Federal Firearms & Explosives	\$0.50
Fictitious Business Names/DBA	\$3.50
Find a Business (charged per hit)	\$0.50
- SmartLinx® Business Report	\$20.00
- SmartLinx® Business Report - Linked	\$15.00
- SmartLinx® Business Report with Business Insights	\$22.00
- SmartLinx® Business Report with Business Insights - Linked	\$16.50
Find a Location (charged per hit)	\$0.50
- SmartLinx® Location Report	\$20.00
- SmartLinx® Location Report - Linked	\$15.00
- Get Map	\$0.00
Find a Person (charged per hit)	\$0.50
- SmartLinx® Person Report	\$20.00
- SmartLinx® Person Report - Linked	\$15.00
- All Address Associates (charged per hit)	\$0.50
- Find Associated Persons (charged per hit)	\$0.50
- Find Neighbors (charged per hit)	\$0.50
- Find Relatives (charged per hit)	\$2.00
- Get Map	\$0.00
- SSN Search (charged per hit)	\$0.50
- Click Search (charged per hit)	\$0.50
Florida Accidents (charged per hit)	\$2.00
Foreclosures	\$5.00
FraudPoint Score®	\$0.55
FraudPoint Score® with Red Flags Rule Report	\$0.55
Guidestar	\$1.00
Hoover's Company Capsules	\$5.00
Hunting and Fishing Licenses	\$0.50
Identity Report	\$5.00
Instant Verify	\$0.60
InstantID® Business	\$2.00
InstantID® Business Additional CVI	\$0.75
InstantID® Business Compliance	\$2.50
InstantID® Business Compliance with SBFE Data	\$2.75
InstantID® Consumer Verification	\$0.75
InstantID® Consumer Verification with Digital Insights	\$0.80
InstantID® Consumer Verification with FraudPoint® Score	\$1.50
InstantID® Consumer Verification with FraudPoint® Score and Digital Insights	\$1.55
InstantID® Consumer Verification with Red Flags with FraudPoint® Score	\$1.75
InstantID® Consumer Verification with Red Flags with FraudPoint® Score and Digital Insights	\$1.80
InstantID® Consumer Verification with Red Flags Rule Report	\$1.00
InstantID® Consumer Verification with Red Flags Rule Report and Digital Insights	\$1.05

InstantID® Q&A (not discountable)	\$1.30
Judgments & Liens	\$5.00
Jury Verdicts and Settlements	\$5.00
Line Risk Assessment	\$0.25
Line Risk Assessment with MNO	\$0.64
Marriage & Divorce Records (charged per hit)	\$1.00
Mergerstat	\$5.00
Military Personnel (archived)	\$1.00
Mortgage & Financial Service Sanctions	\$5.00
Mortgage Fraud Report (All Report Options)	\$6.00
- Address History per subject	\$2.00
- Employer Validation per subject	\$0.35
- InstantID® Consumer Verification per subject	\$0.65
- Property History	\$3.00
- Get Map	\$0.00
Motor Vehicle Registrations (charged per hit)	\$2.00
Negative News	\$2.50
News	\$5.00
OFAC & Other Watch Lists	\$1.00
Offline Civil & Criminal Court Records (OCCCR): **	--
- Civil Lower / Civil Upper (minimum fee) (not discountable)	\$16.00
- Civil Lower / Civil Upper (maximum fee) (not discountable)	\$191.00
- Criminal (minimum fee) (not discountable)	\$16.00
- Criminal (maximum fee) (not discountable)	\$32.00
- Court Access fee (minimum fee) (not discountable)	\$1.00
- Court Access fee (maximum fee) (not discountable)	\$55.00
- Date - Previous 10 Years (not discountable)	\$6.00
- Excess Case Fee (per case) (not discountable)	\$1.00
One Time Password (not discountable)	\$0.10
Orbis Full Business Report (price varies) (not discountable)	--
Orbis Standardized Financials (price varies) (not discountable)	--
Orbis Summary Report (price varies) (not discountable)	--
Passport Validation	\$1.00
People at Work (charged per hit)	\$1.00
Phone Finder-Basic Search	\$0.23
Phone Finder-Ultimate Search (not discountable)	\$0.56
Phone Finder-Ultimate Search with MNO (not discountable)	\$1.10
Phone Lookup (charged per hit)	\$0.50
Phones Plus	\$0.50
- Real-Time Phones (charged per hit)	\$0.25
Professional Licenses	\$5.00
Property History	\$3.00
Real Estate Assets (Mortgage Assignments & Releases)	\$1.00
Real Estate Assets (Property Assessments)	\$5.00
Real Estate Assets (Property Assessments, Deeds, Mortgages, Assignments & Releases)	\$10.00
Real Estate Assets (Property Deeds & Mortgages)	\$5.00
Relationship Identifier	\$5.00
SEC Filings	\$5.00



Secretary of State Filings (charged per hit)	\$5.00
Sexual Offenders	\$3.00
Small Business Credit Report (charged per hit)	\$13.50
-Small Business Credit Report – Linked (charged per hit)	\$10.13
Small Business Credit Report with SBFE Data (charged per hit) (not discountable)	\$25.00
Small Business Credit Score Report (charged per hit)	\$8.00
Social Media Locator (charged per hit) (not discountable)	\$4.00
Standard & Poor's Corporate Descriptions Plus News	\$20.00
State Civil & Criminal Filings	\$3.00
Statewide Public Records Business Search (charged per hit)	\$10.00
Statewide Public Records Person Search (charged per hit)	\$10.00
UCC Liens	\$3.00
Verification of Occupancy (not discountable)	\$3.50
Voter Registrations (charged per hit)	\$2.00
We Also Found - Business Affiliations (charged per hit)	\$1.00
We Also Found - MVR (charged per hit)	\$2.00
We Also Found - Professional Licenses (charged per hit)	\$5.00
We Also Found - Real Property (charged per hit)	\$10.00
We Also Found - Secretary of State (charged per hit)	\$5.00
We Also Found - UCC (charged per hit)	\$3.00

\*\* Customer will have access to and use of the Offline Civil and Criminal Court Records ("OCCCR") materials and features. OCCCR fees depend on the jurisdiction and are in addition to the rates detailed above. OCCCR prices are subject to change without notice.

### **Exclusions to RMS Subscriptions:**

Certain features are excluded from subscriptions and shall in all cases be charged transactionally:

All Company Information	Identity Trace ("FCRA feature subject to additional terms")
Business Assurance Reports	Identity Trace with Fraud Alerts ("FCRA feature subject to additional terms")
Canadian Phones	Line Risk Assessment
Collateral Analytics	LN Integrated Web Search
D&B Business Information Report	Mortgage Fraud Report
D&B Comprehensive Report	Negative News
D&B Private Company Insights	Offline Civil & Criminal Court Records
DE Secretary of State	One Time Password
Email Search Premium	One Time Password International
Emailage	Orbis Summary Report
FraudPoint Score with Red Flags Rule Report	Orbis Standardized Financials
Identity Report	Orbis Full Business Report
InstantID Business	Passport Validation
InstantID Business Additional CVI	Phone Finder - Basic
InstantID Business Compliance	Phone Finder - Premium
InstantID Business Compliance with SBFE Data	Phone Finder - Ultimate
InstantID Business Verification with FraudDefender	Real Time Phones
InstantID Consumer Verification with Red Flags Rule Report	Relationship Identifier
InstantID Q&A	Small Business Credit Report with SBFE Data

Identity Trace (“FCRA feature subject to additional terms”)	Small Business Credit Report - Linked
Identity Trace with Fraud Alerts (“FCRA feature subject to additional terms”)	Social Media Locator

### **LexisNexis® Business Monitoring with Alternative Data**

We proactively monitor your business portfolio based on specific event parameters and time intervals and deliver alerts on material changes and pertinent updates, both positive and negative. LexisNexis® Business Monitoring with Alternative Data checks for bankruptcies, liens & judgements, UCCs, Inquiries, SIC and NAICS codes, Secretary of State status, Assets and Basic Business Identifying Information (BII). Business Monitoring Set Up and Report is required for all Business Monitoring, paid first month only in addition to the recurring monthly fee.

Business Monitoring with Alternative Data, Set Up and Report	\$0.12 per input, first month only
Business Monitoring with Alternative Data	\$0.04 per input, after first month

### **LexisNexis® Business Monitoring with Derogatory Data**

We proactively monitor your business portfolio based on specific event parameters and time intervals and deliver alerts on material changes and pertinent updates. Business Monitoring with Derogatory Data checks for bankruptcies, liens & judgements, UCCs, Government Debarred, Secretary of State negative status and inquiries. Business Monitoring Set Up and Report is required for all Business Monitoring, paid first month only in addition to the recurring monthly fee.

Business Monitoring with Derogatory Data, Set Up and Report	\$0.12 per input, first month only
Business Monitoring with Derogatory Data	\$0.02 per input, after 1 <sup>st</sup> month

### **LexisNexis® Business Monitoring with B2B Tradeline Data**

We proactively monitor your business portfolio based on specific event parameters and time intervals and deliver alerts on material changes and pertinent updates. LexisNexis® Business Monitoring with B2B Trade Line Data returns details about business-to-business trade line activity. Business Monitoring Set Up and Report is required for all Business Monitoring, paid first month only in addition to the recurring monthly fee.

Business Monitoring with B2B Tradeline Data, Set Up and Report	\$0.12 per input, first month only
Business Monitoring with B2B Tradeline Data: The pricing for first month includes setup and report expense	\$0.02 per input, after 1st month

### **Orbis Reports**

Orbis Reports offer seamless access to firmographics, risk insights, corporate ownership, and ultimate beneficial owner (UBO) information on non-U.S. businesses. Orbis reports cover more than 300 million international companies. Reports are available in three formats: Summary, Standardized Financial and Full Business Report. These reports help government agencies which need to manage, verify, and vet businesses, or need to do research & investigations on commercial / business entities. Resold from Bureau van Dijk, global Orbis reports are available via our US online portal RMS.

Pricing generally ranges from \$30 to \$300 for a report, depending on the format desired (Summary, Financial, Full) and information available on the subject company.

## Healthcare Solutions

### Integrity Scans

<b>Implementation Fee</b>	<b>Annual Minimum</b>
Depends on customer specifications	\$5,000

Annual batch minimum of \$5,000. Minimal batch job revenue commitment for any single or a combination of batch products for a single batch job. Prior to the final invoice, a review of the account will determine if the commitment has been met. If not, the customer will be billed for the difference on their final annual invoice. If there are separate batch jobs with the same customer each implementation will be assessed its own minimum.

LexisNexis® Benefit Integrity Scan (Requires use case that is compliant with the regulatory restrictions)	\$1.25/input
LexisNexis® Beneficiary Risk Score	\$1.65/input
LexisNexis® Provider Integrity Scan for Provider Enrollment with monthly updates	\$5.50/provider
LexisNexis® Provider Integrity Scan for Fraud Detection with monthly updates	\$4.00/provider
LexisNexis® Provider Integrity Scan for Claims Processing with monthly updates	\$3.00/provider
LexisNexis® Provider Integrity Scan for Data Integrity with monthly updates	\$4.00/provider
LexisNexis® Provider Integrity Scan Full Suite (All Use Cases), with monthly updates	\$12.00/provider
LexisNexis® Benefit Assessment batch solution	\$1.80/input

### LexisNexis® Socioeconomic Health Attributes and LexisNexis® Health Score

#### Product Overview

1. The LexisNexis® Socioeconomic Health Attributes product comprises over 400 data attributes that were selected based on statistical analysis of the predictive power of each attribute for specific healthcare targets and outcomes.
2. The LexisNexis® Socioeconomic Health Attributes are to be used by customers that have strong clinical modeling expertise to build their own predictive health risk models in order to more effectively manage their members/patients. They can also be used for developing care management programs and member/patient outreach initiatives.
3. The LexisNexis® Socioeconomic Health Score: Total Cost Risk Score product predicts the health risk for individuals over the next 12 months based on total cost. The score is particularly beneficial for customers who are trying to assess the risk of members/patients who have no claims or clinical data. Customers can use the score to stratify risk in their populations and to incorporate into their own health risk predictive models. The score is represented in three (3) ways: 1) an index relative to the customer's member/patient population; 2) a percentile ranking (1 – 100); and 3) a risk category (1 - 5).

<b>Socioeconomic Health Attributes and Score</b>	<b>Price Per Input</b>
LexisNexis® Socioeconomic Health Score	\$0.82
LexisNexis® Socioeconomic Health Attributes	\$1.07
LexisNexis® Socioeconomic Health Score and LexisNexis® Socioeconomic Health Attributes	\$1.18



Socioeconomic Health Attributes and Scores requires a minimum 1-year term and a Minimum Year 1 Commitment of \$10,000 and \$2,500 one-time implementation fee.

### **ProviderPoint®**

ProviderPoint® cleans, augments, and enhances provider files using information from our Master Provider Referential Database, the most comprehensive and accurate source of provider data in the health care industry.

<b>ProviderPoint®</b>	<b>Annual Fee</b>	<b>One Time Implementation Fee</b>
<b>Batch:</b> Assuming 30,000 Providers, one-time processing only	\$26,208	\$10,000
<b>XML:</b> Assuming 30,000 Providers, one-time processing only	\$43,680	\$15,000

Customized pricing available based on volumes, frequencies, delivery methods, and attributes selected.

### **LexisNexis® Provider Data MasterFile**

LexisNexis® Provider Data MasterFile provides accurate and deep data coverage of more than 8.5M U.S. Health Care Practitioners (HCP), 1M Health Care Organizations (HCO), and 2.5k Integrated Delivery Networks (IDN); enabling organizations to understand their relationships across HCP's, HCOs, and IDNs.

<b>Minimum Annual Fee</b>	<b>Minimum Implementation Fee</b>	<b>Additional Costs</b>
\$10,000	\$7,500 (separate \$5,000 implementation required for Deltas)	Pricing will be based on customer configuration (customer type, file update frequency, deltas, additional data sets, etc.)

### **LexisNexis® Bank Account Owner Verification**

LexisNexis® Bank Account Owner Verification is a non-FCRA solution that confirms an account owner or authorized user.

LexisNexis® Bank Account Owner Verification	\$0.42/input
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### **LexisNexis® Jail Booking Search and Watch**

LexisNexis® Jail Booking Search allows customers to check if the input subject is currently and/or has ever been incarcerated. LexisNexis® Jail Booking Watch will allow customers to monitor the input subjects in the event they are incarcerated in the future.

LexisNexis® Jail Booking Search (Minimum \$5,000/year)	\$1.44/input per batch file
LexisNexis® Jail Booking Watch / Monitoring (Minimum \$400/month)	\$0.39/input per month

Notes:

- Jail Booking Search pricing is based on the # of search records per batch file; search record count resets with each batch file submission
- Jail Booking Watch: “watch” = record; count resets monthly

### **LexisNexis® Homestead Exemption Fraud Detection**

LexisNexis® Homestead Exemption Fraud Detection is an ongoing data solution that can help agencies identify and collect taxes from individuals that are defrauding the system.

<u>Minimum Commitment</u>	<u>Price Per Add 'l Record</u>
\$50,000	\$1.00

Two-year commitment is required.

### **LexisNexis® Profile Booster**

LexisNexis® Profile Booster offers more than 400 model-ready attributes designed to give you constructive information about a person.

LexisNexis® Profile Booster	\$0.50/input
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A minimum spends of \$5,000 (batch deliver) or \$10,000 (XML delivery) is required. Discounts are available for committed volumes.

### **Credit Bureau report from one Credit Bureau**

Provides a full credit bureau report from one of the three Bureaus.

Single Credit Report	\$5.50 per input
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### **Credit Monitoring**

Provide credit monitoring for a 12-month period beginning on the date the affected individual elects to partake in the service Provide reports consisting of credit reports from reporting bureaus, Credit Score and/or Rating, and Alerts of suspicious activity and/or changes in credit file information, Provide Identity Theft Insurance up to \$1 million.

Credit Monitoring	\$50.00 per 150 searches
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### **Federal or State Tax Liens and Judgements (FCRA)**

Court records of Federal or State Tax Liens; and Judgements.

Federal or State Tax Liens, and Judgements (FCRA)	\$0.79 per input
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### **Colorado Surcharge for Tri-Merge Credit Report**

When providing a full credit bureau report for a subject in Colorado from all of the three Bureaus, a surcharge & disclosure fee from Colorado is charged.

Colorado Surcharge for Tri-Merge Credit Report	\$2.22
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### **Implementation and Support Fees for Bespoke Requests**

Any implementation or support fees for bespoke (rush, custom, etc.) requests will be custom quoted based on customer requirements.

### **Additional SIU Support – Government Civilian**

Additional Government Civilian Special Investigation Unit (SIU) Support may be purchased in blocks of hours, with discounts available as volumes increase. Each block of hours will allow the SIU to provide the agency with additional support up to the number of hours included in the block. Work will be scoped at the time of purchase.

SIU Support – up to 25 hours	\$6,000
SIU Support – up to 100 hours	\$20,000

Hourly Rate Over Purchased Block of Hours	\$300/hour
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### **Professional Consulting Support**

Professional Consulting Support fees will be determined based on customer requirements and scoped using labor categories listed below.

<b>Labor Category</b>	<b>Hourly Price</b>
Subject Matter Expert (SME)	\$300
Program Manager	\$230
Project Manager	\$180
Data Analyst	\$120
Software Engineer	\$170
Sr. Software Engineer	\$200
Principal Software Engineer	\$350
Systems Administrator	\$95
Sr. Systems Administrator	\$120
Database Administrator	\$160

### **Custom Packages**

Custom packages of investigative research, identity proofing, government health, and Vital Records/Government Payment solutions can be created for agencies with unique and customized needs that do not fit into the offerings of this proposal.

Agencies should work with their LNRS account managers for details and pricing on custom packages.

### **LexisNexis® VitalChek Network, Inc. - Vital Record Services**

### **Online Ordering**

Secure web-based order and payment acceptance services for expedited issuance of vital records.

Online Ordering	\$9.75 per order (up to 6 certificates)
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### **Call Center**

VitalChek phone agents identify applicants, collect required order information, and enter payment details to create vital record requests. Based on expected low/medium/high call volumes

Call Center – Low Volume	\$2.50
Call Center – Medium Volume	\$3.50
Call Center – High Volume	\$5.00

### **Authentication**

Industry leading electronic identity authentication services.

Authentication	\$2.95 per applicant
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### **Mailroom**

Secure digital processing of mail in vital record requests.

VitalChek staff handles opening and sorting mailed applications, processing payments, entering data, communicating with customers, and securely archiving applications for easy storage. Once scanned and processed, a mailroom order is electronically transmitted to the Agency via the VitalChek Product Suite

seamlessly. Secure Digital Mailroom is a virtually effortless way to process mailed applications, combining efficiency and security with:

- Dedicated, professional VitalChek customer service resources.
- Automated payment processing –securely accept mailed payments by check, credit/debit card, and money orders.
- Options for leading-edge security and identity validation services – once scanned, mail application data may be run through one or more LexisNexis databases for security and/or identity validation purposes to help reduce fraudulent requests and ensure proper certificate issuance.
- Seamless integration of mail data into issuance workflow.

Mailroom	\$8.00 per application (up to 6 certificates)
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### **Kiosk**

Self-service terminals provide full vital record ordering and payment capabilities in Agency lobbies.

Kiosk	\$5.00 per transaction
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### **Will Call**

Scheduled same-day pick-up service for processed vital record orders.

Will Call	\$9.75 per order
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### **Funeral Home Portal**

Dedicated ordering portal to streamline order processing of death certificates and burial permits for funeral directors.

Funeral Home Portal	\$9.75 per order (up to 6 certificates)
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### **Amendments Portal**

Portal for vital record change or correction requests.

Amendments Portal	\$10.75 per order
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### **Newborn Portal**

Unique portal designed for mothers to obtain newborn birth records.

Newborn Portal	\$9.75 per order
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### **Premium Rush**

Onsite VitalChek Agents responsible for immediate processing of expedited VitalChek orders.

Premium Rush	\$75.00 per order (up to 6 certificates)
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### **Enhanced Call Center**

VitalChek Agents handle all, or specific types, of consumer calls on behalf of an Agency.

Enhanced Call Center	TBD
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### **CORE**

Core Registry includes Amendments, Table Maintenance, Order Processing, and Issuance plus many other valuable components.

CORE	\$500,000.00
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### **EDRS (Electronic Death Registry Module)**

EDRS	\$400,000.00
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### **EBRS (Electronic Birth Registry Module)**

EBRS	\$400,000.00
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### **Fetal Death**

Electronic Fetal Death Registry Module

Fetal Death	\$375,000.00
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### **Marriage**

Electronic Marriage Registry Module

Marriage	\$350,000.00
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### **Divorce**

Electronic Divorce Registry Module

Divorce	\$350,000.00
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### **ITOP**

Electronic ITOP Registry Module

ITOP	\$350,000.00
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### **Imaging**

Ability to interface with 3rd Party Imaging Systems

Imaging	\$300,000.00
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### **FHIR - CMS**

FHIR Messages to Coroner Management Systems

FHIR - CMS	\$300,000.00
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### **FHIR - Death**

FHIR Death Message to NCHS and/or STEVE

FHIR – Death	\$275,000.00
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### **FHIR – Birth/Fetal Death**

FHIR Birth/Fetal Death Messages to NCHS and/or STEVE

FHIR - Birth/Fetal Death	\$275,000.00
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**Enhancements**

Customized solutions based on time and materials.

Enhancements	\$200.00/hour
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**Maintenance**

Maintenance and Support of the modules

Maintenance	22.0% + 3% annual increase
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**Hosting**

Hosting the registry modules in the cloud and/or on-premises

Hosting	\$185,000.00 + 3% annual increase
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**Hosting Setup**

Hosting Setup fee to cover equipment and licenses.

Hosting Setup	\$100,000.00
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**Attachment F to  
STATE OF OKLAHOMA CONTRACT WITH LEXISNEXIS RISK SOLUTIONS FL INC.  
RESULTING FROM SOLICITATION NO. 0900000514**

**Negotiated Exceptions and Additional Terms to the Solicitation**

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions submitted by **LexisNexis Risk Solutions FL Inc.** or discussed by the parties.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

RFP Section	Exception
Attachment B- State of Oklahoma General Terms, Contract Effectiveness and Order of Priority (Section 2, pg. 3)	New Section 2.5  2.5 Notwithstanding anything to the contrary stated herein, the Customer's or State's rights to Supplier Intellectual Property are as set forth in the applicable Supplier license agreement, which are part of this Contract. Supplier shall retain all right, title, and interest with respect to all of its intellectual property and technology, including any and all Supplier data derived from its public records database regardless of whether such information or technology is embodied in any Deliverables or materials provided to the Customer or State in performance of this Contract.
Attachment B- State of Oklahoma General Terms, Definitions, Moral Rights (Section 4.13, pg. 5)	Section 4.13 is deleted in its entirety.
Attachment B- State of Oklahoma General Terms, Definitions, Supplier Confidential Information (Section 4.20, pg. 5)	Section 4.20 is deleted in its entirety and replaced with the following:  <b>Supplier Confidential Information</b> means certain confidential and proprietary information of Supplier that is clearly marked as confidential, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
Attachment B - State of	Section 4.21 is deleted in its entirety and replaced with the following:

RFP Section	Exception
<p>Oklahoma General Terms, Definitions, Work Product (Section 4.21, pg. 5-6)</p>	<p><b>Work Product</b> means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract. Notwithstanding anything herein, "Work Product" shall not include any and all data derived from Supplier's public records database, which Supplier shall retain all right, title, and interest with respect to all of its Intellectual Property Rights and technology, regardless of whether such information or technology is embodied in any Deliverables or materials provided to the State or Customer in performance of this Agreement.</p>
<p>Attachment B-State of Oklahoma General Terms, Ordering, Inspection, and Acceptance (Section 6.2, pg. 7-8)</p>	<p>Section 6.2 is deleted in its entirety and replaced with the following:</p> <p>Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.</p> <p>Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until</p>



RFP Section	Exception
	<p>accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.</p> <p>Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.</p>
<p>Attachment B- State of Oklahoma General Terms, Ordering, Inspection, and Acceptance (Section 6.3, pg. 8)</p>	<p>Section 6.3 is deleted in its entirety and replaced with the following:</p> <p>Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.</p>
<p>Attachment B- State of Oklahoma General Terms, Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8.3, pg. 10)</p>	<p>Section 8.3 is deleted in its entirety and replaced with the following:</p> <p>Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all third-party liability, actions, claims, demands, or suits, and reasonable related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.</p>
<p>Attachment B- State of Oklahoma General Terms, Compliance with Applicable Laws</p>	<p>Section 9.2 is deleted in its entirety and replaced with the following:</p> <p>Supplier agrees at all times to maintain commercially reasonable network security and technical coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third-</p>

RFP Section	Exception
(Section 9.2, pg. 12)	<p>party penetration testing. Supplier aligns its Information Security Program to meet or exceed ISO 27001/2 controls while taking in other controls from additional frameworks such as NIST and IRS 1075 guidelines to improve the overall security posture. Supplier agrees to follow the applicable State Information Security Policy, Procedures, Guidelines, available at <a href="https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf">https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf</a> and applicable Customer policies, available at <a href="https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html">https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html</a> or as otherwise provided by the State, unless such action in Supplier's sole discretion is not feasible because it conflicts with Supplier's technology and security program as set forth above; is not commercially reasonable; or conflicts with other contractual obligations or regulatory obligations. In each such case, Supplier commits to demonstrate it has a functional equivalent that is at least as stringent as the State Information Security Policy, Procedures, Guidelines or provide "compensating controls," as described in NIST 800-53's most current revision."</p>
Attachment B- State of Oklahoma General Terms, Audits and Records Clause (Section 10.1, pg. 14)	<p>Section 10.1 is deleted in its entirety and replaced with the following:</p> <p>As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.</p> <p>Customer or the applicable entity's access to Supplier's facilities shall be subject to the execution of a separate, non-disclosure confidentiality agreement between the parties. The non-disclosure agreement shall be governed by Oklahoma law, including the Oklahoma Open Records Act codified at 51 O.S., §§ 24A.1-24A.33, and/or applicable federal law. Customer or the applicable entity shall also follow Supplier's security policies when accessing Supplier's facilities and Supplier shall provide said security policies to Customer or the applicable entity upon written request. No documents, books, or records shall</p>

RFP Section	Exception
	be allowed to be removed from Supplier's premises, unless agreed upon by the parties or required by law.
Attachment B- State of Oklahoma General Terms, Audits and Records Clause (Section 10.3, pg. 14)	<p>Section 10.3 is deleted in its entirety and replaced with the following:</p> <p>Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director. Customer or the applicable entity's access to Supplier's facilities shall be subject to the execution of a separate, non-disclosure confidentiality agreement between the parties. The non-disclosure agreement shall be governed by Oklahoma law, including the Oklahoma Open Records Act codified at 51 O.S., §§ 24A.1-24A.33, and/or applicable federal law. Customer or the applicable entity shall also follow Supplier's security policies when accessing Supplier's facilities and Supplier shall provide said security policies to Customer or the applicable entity upon written request. No documents, books, or records shall be allowed to be removed from Supplier's premises, unless agreed upon by the parties or required by law.</p>
Attachment B- State of Oklahoma General Terms, Confidentiality (Section 11.1, pg. 14)	<p>Section 11.1 is deleted in its entirety and replaced with the following:</p> <p>The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, or successor without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.</p>

RFP Section	Exception
Attachment B- State of Oklahoma General Terms, Confidentiality (Section 11.2, pg. 15)	Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
Attachment B- State of Oklahoma General Terms, Confidentiality (Section 11.3, pg. 15)	<p>Section 11.3 is deleted in its entirety and replaced with the following:</p> <p>Supplier shall promptly report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer, to the extent feasible, details of the unauthorized use, appropriation, sale, assignment, conveyance, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and assist the Customer in investigating such event.</p>
Attachment B- State of Oklahoma General Terms, Confidentiality (Section 11.4, pg. 15)	<p>Section 11.4 is deleted in its entirety and replaced with the following:</p> <p>Supplier further agrees to implement reasonable commercial procedures to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records</p>
Attachment B- State of Oklahoma General Terms, Confidentiality (Section 11.5, pg. 16)	<p>Section 11.5 is deleted in its entirety and replaced with the following:</p> <p>Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to seek injunctive relief and/or any other</p>

RFP Section	Exception
	rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
Attachment B- State of Oklahoma General Terms, Conflict of Interest (Section 12, pg. 16-17)	<p>Section 12 is deleted in its entirety and replaced with the following:</p> <p>In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.</p>
Attachment B- State of Oklahoma General Terms, Assignment and Permitted Subcontractors (Section 13.2, pg. 17)	<p>Section 13.2 is deleted in its entirety and replaced with the following:</p> <p>Notwithstanding the foregoing, the Contract may be assigned by Supplier to any affiliates of Supplier or any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.</p>
Section 13.5	<p>Section 13.5 is deleted in its entirety and replaced with following:</p> <p>Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities. Such assignments or transfers are subject to each assignee or transferee's successful credentialing of its account to verify that it has a permissible purpose to access public records content in accordance with federal and state laws.</p>
Attachment B-	Section 16.1(A) is deleted in its entirety and replaced with the following:

RFP Section	Exception
<p>State of Oklahoma General Terms, Indemnification: Acts or Omissions (Section 16.1 (A), pg. 19)</p>	<p>Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, reasonable costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any third-party action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any grossly negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.</p>
<p>Attachment B- State of Oklahoma General Terms, Indemnification: Acts or Omissions (Section 16.1 (B), pg. 19)</p>	<p>Section 16.1(B) is deleted in its entirety and replaced with the following:</p> <p>To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to gross negligence, willful misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.</p>
<p>Attachment B- State of Oklahoma General Terms, Indemnification: Infringement (Section 16.2, pg. 19-20)</p>	<p>Section 16.2 is deleted in its entirety and replaced with the following:</p> <p>Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through</p>



RFP Section	Exception
	or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.
Attachment B- State of Oklahoma General Terms, Indemnification: Limitation of Liability (Section 16.5 (A), pg. 21)	<p>Section 16.5(A) is deleted in its entirety and replaced with the following:</p> <p>With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer nor the Supplier shall be liable to either party for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.</p>
Attachment B- State of Oklahoma General Terms, Security of Property and Personnel (Section 24, pg. 26)	<p>Section 24 is deleted in its entirety and replaced with the following:</p> <p>In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements or reasonable compensating controls at least as stringent as the Customer's requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.</p>
Attachment D - State of Oklahoma Information Technology Terms, Definitions, Security Incident (Section 1.9, pg. 2)	<p>Section 1.9 is deleted in its entirety and replaced with the following:</p> <p><b>Security Incident</b> means the reasonably suspect or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.</p>
Attachment D - State of Oklahoma Information Technology	<p>Section 1.11 is deleted in its entirety and replaced with the following:</p> <p><b>Supplier Intellectual Property</b> means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by</p>

RFP Section	Exception
<p>Terms, Definitions, Supplier Intellectual Property (Section 1.11, pg. 2)</p>	<p>Supplier (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.</p>
<p>Attachment D - State of Oklahoma Information Technology Terms, Definitions, Work Product (Section 1.13, pg. 2-3)</p>	<p>Section 1.13 is deleted in its entirety and replaced with the following:</p> <p><b>Work Product</b> means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work. Notwithstanding anything herein, "Work Product" shall not include any and all data derived from Supplier's public records database, which Supplier shall retain all right, title, and interest with respect to all of its Intellectual Property Rights and technology, regardless of whether such information or technology is embodied in any Deliverables or materials provided to the State or Customer in performance of this Agreement.</p>



RFP Section	Exception
Attachment D - State of Oklahoma Information Technology Terms, Compliance with Technology Practices (Section 6.1, pg. 4)	<p>Section 6.1 is deleted in its entirety and replaced with the following:</p> <p>Supplier agrees at all times to maintain commercially reasonable network security and technical coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third-party penetration testing. Supplier aligns its Information Security Program to meet or exceed ISO 27001/2 controls while taking in other controls from additional frameworks such as NIST and IRS 1075 guidelines to improve the overall security posture. Supplier agrees to follow the applicable State Information Security Policy, Procedures, Guidelines, available at <a href="https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf">https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf</a>, and applicable Customer policies, available at <a href="https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html">https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html</a> or as otherwise provided by the State, unless such action in Supplier's sole discretion is not feasible because it conflicts with Supplier's technology and security program as set forth above; is not commercially reasonable; or conflicts with other contractual obligations or regulatory obligations. In each such case, Supplier commits to demonstrate it has a functional equivalent that is at least as stringent as the State Information Security Policy, Procedures, Guidelines or provide "compensating controls," as described in NIST 800-53's most current revision."</p>
Attachment D, Sections 11 and 12 – Ownership Rights, and Intellectual Property Ownership, pg. 6-9	<p>Subsections 11 and 12 are deleted in their entirety and replaced as follows:</p> <p>11 Ownership Rights</p> <p>State and Supplier agree that Supplier is not developing content or software exclusively for the State or provide Work for Hire. Should Supplier agree in writing to develop exclusive content, software or provide Work for Hire then the following terms will apply:</p> <p>Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and</p>

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	<p>documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products. Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products. Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.</p> <p>12 Intellectual Property Ownership</p> <p>State and Supplier agree that Supplier is not developing content or software exclusively for the State or providing Work for Hire. Should Supplier agree in writing to develop content, software or provide Work for Hire then the following terms will apply to the ownership and rights related to Intellectual Property:</p> <p>12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not</p>

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	<p>Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.</p> <p>12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer</p>

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	<p>shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.</p> <p>12.3 Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.</p> <p>12.4 All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.</p> <p>12.5 These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.</p> <p>12.6 Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as</p>

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	<p>well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.</p> <p>12.7 Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.</p> <p>12.8 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.</p> <p>12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written</p>

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	<p>agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.</p> <p>12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.</p> <p>12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.</p>
<p>Attachment D - State of Oklahoma Information Technology Terms, Service Level Deficiency (Section 15, pg. 10)</p>	<p>Section 15 is deleted in its entirety and replaced with the following:</p> <p>Service level agreement metrics, if desired by Customer, shall be negotiated and agreed upon by Customer and Supplier within a Contract Document.</p>
<p>Attachment D - State of Oklahoma Information Technology Terms, Appendix 1, Customer Data (Section A.2, pg. 11)</p>	<p>Section A(2) is deleted in its entirety and replaced with the following:</p> <p>Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer with reasonable prior notice and allowing reasonable participation by the Customer.</p>

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Attachment D - State of Oklahoma Information Technology Terms, Appendix <b>1</b> , Security Incident or Data Breach Notification (Section D.1, pg. 13)	<p>Section D(1) is deleted in its entirety and replaced with the following:</p> <p>Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.</p>