

## Addendum for Access to Limited Access DMF Data - Government

<b>Parties</b>	[ _____ ] and all of its applicable affiliates that receive access to Limited Access DMF Data from LN ("Recipient")
	The applicable affiliate of LexisNexis Risk Solutions that is a party to any Contract ("LN")
<b>Applicable Contract</b>	Any agreement pursuant to which Recipient obtains products or services from LN, whether executed prior to or after this Addendum (each a "Contract")
<b>Effective Date</b>	The date signed by Recipient below
<b>Addendum No. (if required under the Contract)</b>	

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

The Parties agree as follows:

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

- a. Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Agreement is attached hereto as "Exhibit A".
- b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as "Exhibit B".
- c. DMF:** The federal Death Master File.
- d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Addendum but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Addendum governs Recipient's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

**II. Certification.**

Recipient's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Recipient hereby certifies that it has the indicated permissible

purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

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

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

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

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

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

### III. Flow-down Agreement Terms and Conditions

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

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it

obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at [dmfcert@ntis.gov](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. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

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

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

Recipient

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

(mm/dd/yy)