

**SCHEDULE A
Accrunt for Government
(Per User Subscription)**

Customer Name: HIDALGO COUNTY CONSTABLES Precinct 1
 Billgroup #: _____
 LN Account Manager: Jackie Koski

This Schedule A sets forth additional or amended terms and conditions for the use of the Accrunt for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning August 1, 2016 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

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

Price Table		
Monthly Minimum Users:		1
Standard Features Fee:		\$120.00
Premium Features Fee:	Email Search Real Time Phone Search Virtual Identity Search & Report	\$60.00
Total Monthly User Fees (per User):		\$180.00
Total Monthly Minimum Amount:		\$180.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones

Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report
Court Search Wizard
D&B Global Market Identifiers
D&B Search
DE Corporation Search and Report
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time MVR
Real Time Person Search
SEC Filings
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

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

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **August 15, 2016**.

4. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: HIDALGO COUNTY CONSTABLES Precinct 1

Signed: _____
Name: _____
Title: _____
Date: _____

Accurint for Government
 (Updated June 5, 2016)
 (Plan 44)

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

PRICE SCHEDULE (Subscription)	
FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
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 discounted)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discounted)	\$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 discounted)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$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 discounted)	\$35.00
County Civil Lower & Upper Court - 10 Year (not discounted)	\$40.00
County Criminal - 7 Year (not discounted)	\$25.00
County Criminal - 10 Year (not discounted)	\$30.00
Federal Division Civil - 7 Year (not discounted)	\$16.00
Federal Division Civil - 10 Year (not discounted)	\$25.00
Federal Division Criminal - 7 Year (not discounted)	\$16.00
Federal Division Criminal - 10 Year (not discounted)	\$25.00
Statewide Criminal (not discounted)	\$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 discounted)	\$1.00
Delaware Corporations Report (not discounted)	\$11.00
Disclosed Entity Service	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$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
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marrages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
Medical, Employee Or Business Record Retrieval With Authorization (not discounted)	\$35.00
Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discounted)	\$72.50
Medical, Employee Or Business Record Retrieval By Subpoena (not discounted)	\$87.50
Canvassing Up To 5 Custodians (not discounted)	\$50.00
Canvassing From 5 To 10 Custodians (not discounted)	\$100.00
Canvassing Above 10 Custodians, Per Custodian (not discounted)	\$10.00
Chronological Sorting (charged per page) (not discounted)	\$0.03
Pagnation Only (charged per page) (not discounted)	\$0.10
Research And Identify Custodial Location	\$0.00
Long distance charges, phone charges, initial and follow up calls	\$0.00
Prepare And Deliver Notice And Subpoena For Signature (If Required)	\$0.00
Deliver Notice To All/3rd Party Notices	\$0.00
Serve Subpoena To Custodian Of Record	\$0.00
Pick-Up Scheduling And Two (2) Field Trips	\$0.00
Mileage	\$0.00
Return Record Review For Completeness And Legblilty	\$0.00
Rush Fee (One Way) (not discounted)	\$25.00
Witness Fee (Pass Through Fees May Be Charged)	\$0.00
Deposition Trip Fee (not discounted)	\$20.00
Deposition Certification Fee (not discounted)	\$20.00
Custodial Fee (Pass Through Fees May Be Charged)	\$0.00
Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	\$0.00

Hard Copy Per Page, Authorization (not discounted)	\$0.50
Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discounted)	\$0.50
Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	\$0.00
Sales/Revenue Taxes (Pass Through Fees May Be Charged)	\$0.00
X-Ray Duplication (not discounted)	\$17.50
Fax Or Electronic Receipt Of Authorization For The Release Of Records	\$0.00
Phone Charges	\$0.00
Authorization Cover Sheet Preparation And Delivery Per Location	\$0.00
Record Receipt And Review (QA)	\$0.00
Electronic Posting Of Record, Per Page	\$0.00
Hospital Charting (charged per page) (not discounted)	\$0.25
Prescription Retrieval (not discounted)	\$30.00
Maximum Spend Without Client Authorization, MRR * (not discounted)	\$75.00
Maximum Spend Without Client Authorization, X-Ray Duplication * (not discounted)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)	--
Alabama 3-Year (not discounted)	\$12.00
Delaware (not discounted)	\$21.50
Florida 3-Year (not discounted)	\$7.15
Florida 7-Year (not discounted)	\$8.15
Illinois (not discounted)	\$17.00
Indiana 7-Year (not discounted)	\$11.00
Iowa (not discounted)	\$13.50
Kansas (not discounted)	\$11.50
Maine 3-Year (not discounted)	\$12.00
Minnesota 5-Year (not discounted)	\$7.50
Mississippi 3-Year (not discounted)	\$16.00
Nebraska 5-Year (not discounted)	\$8.00
North Carolina 7-Year (not discounted)	\$13.00
Rhode Island 3-Year (not discounted)	\$23.00
South Carolina 3-Year (not discounted)	\$12.25
Tennessee 5-Year (not discounted)	\$12.00
Utah 3-Year (not discounted)	\$12.25
Vermont 3-Year (not discounted)	\$18.00
West Virginia 7-Year (not discounted)	\$10.00
National Motor Vehicle Accident Search & Report (not discounted)	\$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
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00

People In The News (not discounted)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
1 - 50	\$0.00
51 - 250	\$0.00
261 - 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 discounted)	\$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
Relevant 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 discounted)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Business Link Report (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	\$0.00

Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
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 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
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 discounted)	\$3.75
FAA Aircraft	\$0.00
Internet Domain Names	\$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	\$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
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 discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00

Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
Additional Deceased Data Sources	\$0.00
Associates	\$0.00
Bankruptcy (charged per search) (not discounted)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	\$0.00
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (charged per search)	\$0.50
Hospital Affiliations	\$0.50
Liens And Judgments (charged per search)	\$0.25
Medical Licenses (charged per search)	\$1.00
Possible Criminal Records (charged per search)	\$0.25
Professional Licenses (charged per search)	\$1.00
Sanctions (Disciplinary) (charged per search)	\$0.50
Sexual Offenses (charged per search)	\$1.00
Specialties	\$0.00
Verification	\$0.75
Online Batch:	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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	--

LexisNexis Risk Solutions Government Application & Agreement

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*: <small>*if this is a cell, additional documents may be required</small>
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"/> Other (please explain):	<input type="checkbox"/> Local/Municipal Government <input type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information <small>(for additional administrators, please provide additional sheets)</small>	
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:	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement 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:

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

This Non-FCRA Addendum (the "Non-FCRA Addendum") is entered into as of _____ (the "Effective Date"), by and between LexisNexis Risk Solutions FL Inc. and its Affiliates (hereinafter, "LNRSL"), 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 executed the LexisNexis Master Terms and Conditions (form LNMTC) (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 Non-FCRA LN Services (as defined below).

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

- 1. Non-FCRA Use Restrictions.** The LN Services provided pursuant to this Non-FCRA Addendum and described in a Schedule A (as defined in the 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 this Non-FCRA Addendum, 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 collect a debt, provided that such debt collection 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; or (6) 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 1, 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.
- 2. General.** Customer and LNRSL 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 Non-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 Non-FCRA Addendum and the applicable Schedules A are collectively referred to as the "Agreement" for purposes of governing the provision and use of the Non-FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

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— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input 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.
- 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.
- 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 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 dmcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and 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)