

SCHEDULE A
Accurint for Government
(Transactional)

Agency Name: <u>Williamson County Clerk</u>	Address: <u>405 MLK</u>
Dept: <u>Criminal Division</u>	City, State, Zip: <u>Georgetown, TX 78626</u>
Contact Name: <u>Scott Sovereign</u>	Phone: <u>(512) 943-1220</u>
Billgroup #(s): _____	Email: <u>ssovereen@wilco.org</u>
LN Account Manager: <u>Judith L Stockton</u>	

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Government services, as set forth in the LN RIAG Application & Agreement - Government Agencies, to which this Schedule A is incorporated by reference.

1. TERM

The term of this Schedule A will be **12 months** beginning 10/01/2008 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 Customer shall pay the prices detailed in the attached price schedule.

2.2 Customer shall pay to LN each month the greater of (i) actual transactional charges, or (ii) the Monthly Minimum Commitment of **\$30.00**.

3. CLOSED OFFER

The offer contained herein is valid if the signed Schedule A is received by **10/08/2008**.

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 Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

Agreed to and accepted by: **Williamson County Clerk**

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government

(Effective 9/12/2008)

85/4014

(Pricing is per hit unless otherwise indicated)	
PRICE SCHEDULE	
FEATURE	PRICE
ADVANCED PERSON 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)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document)	\$0.20
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.10
BUSINESS CREDIT SEARCH	\$0.25
Business Credit Report	\$20.00
BUSINESS INSTANTID SEARCH (Charged per search)	\$1.30
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	\$1.30
BUSINESS SEARCH	\$0.35
BUSINESSES IN THE NEWS SEARCH	\$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	\$2.00
CONCEALED WEAPONS PERMIT SEARCH	\$0.25
CORPORATION FILINGS SEARCH (Report included except in Delaware)	\$1.00
COURT SEARCH WIZARD (On Site) (Orders are non-refundable)	
County-Level Search (Additional court access fees may apply)	
Criminal - 7 Year	\$12.50
Criminal - 10 Year	\$18.50
Civil Upper Court - 7 Year	\$12.50
Civil Lower Court - 7 Year	\$12.50
Civil Upper Court - 10 Year	\$18.50
Civil Lower Court - 10 Year	\$18.50
Federal-Level Search	
Criminal - 7 Year	\$15.00
Criminal - 10 Year	\$19.00
Civil - 7 Year	\$15.00
Civil - 10 Year	\$19.00
State Criminal History Databases (Available states listed)	
Alabama	\$36.00
Arkansas	\$29.50
Colorado	\$22.50
Connecticut	\$43.50
Delaware	\$26.50
Florida	\$35.50
Hawaii	\$26.50
Indiana	\$30.00
Iowa	\$35.50
Kansas	\$30.00
Kentucky	\$37.50
Maine	\$37.50
Maryland	\$28.00
Michigan	\$26.50
Minnesota	\$26.50
Missouri	\$26.50
Montana	\$27.50
New Jersey	\$33.00

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New Mexico	\$27.50
New York	\$65.00
North Carolina	\$27.50
Oklahoma	\$40.00
Oregon	\$30.50
Pennsylvania	\$24.00
South Carolina	\$47.50
South Dakota	\$33.50
Texas	\$21.50
Washington	\$30.00
Wisconsin	\$26.50
Wyoming	\$32.50
CRIMINAL RECORDS SEARCH (Charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	\$0.25
DEATH RECORDS SEARCH (Charged per search)	\$0.25
Death Records Report (Charged per search)	\$1.00
DELAWARE CORPORATION SEARCH	\$1.00
Delaware Corporation Report	\$11.00
DRIVER LICENSES SEARCH	\$0.75
DUN & BRADSTREET (D&B) SEARCH	\$0.25
Dun & Bradstreet (D&B) Report	\$3.75
FAA AIRCRAFT SEARCH (Report Included)	\$0.25
FAA PILOT SEARCH (Report Included)	\$0.25
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	\$0.25
FLORIDA ACCIDENTS SEARCH (Report Included)	\$2.00
FORECLOSURES SEARCH (Report Included)	\$1.00
HUNTING/FISHING LICENSE SEARCH	\$0.25
INSTANTID (Consumer) SEARCH (Charged per search)	\$0.65
INSTANTID (Consumer) & FRAUDDEFENDER SEARCH (Charged per search)	\$0.95
INTERNET DOMAIN NAME SEARCH	\$0.25
LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.25
Liens & Judgments Report	\$1.00
MARRIAGES/DIVORCES SEARCH	\$1.00
MOTOR VEHICLES SEARCH	\$0.75
Motor Vehicles Report	\$1.00
MVR REPORTS (DRIVING RECORDS) (Charged per search)	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Maryland	\$14.00
Minnesota 5-year	\$7.50
Mississippi 3-year	\$16.00
Missouri 3-year	\$6.25
Nebraska 5-year	\$8.00
North Carolina 3-year/7-year	\$10.00
Ohio 3-year	\$7.00
Rhode Island 3-year	\$23.00

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South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$13.00
West Virginia 7-year	\$10.00
NATIONAL UCC FILINGS SEARCH (Report Included)	\$1.00
OFFICIAL RECORDS SEARCH (Report Included)	\$0.25
PATRIOT ACT SEARCH (Charged per search)	\$0.25
PEOPLE AT WORK SEARCH	\$1.00
PEOPLE IN THE NEWS SEARCH	\$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Accurant Account) (Alerts charged at regular price)	
1 - 50	\$3.00
51 - 250	\$15.00
251 - 500	\$30.00
501 - 1,000	\$60.00
1,001 - 5,000	\$300.00
5,001 - 25,000	\$1,500.00
25,001 - 10,0000	\$6,000.00
PERSON SEARCH	\$0.35
Bankruptcy Checkbox (Charged per search)	\$0.25
PHONES PLUS SEARCH	\$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	\$1.00
PROPERTY ASSESSMENT SEARCH	\$1.00
Property Assessment Report	\$1.00
PROPERTY DEED SEARCH	\$1.00
Property Deed Report	\$1.00
Property Deed Image	\$8.00
RELAVINT VISUAL LINK ANALYSIS (PER DIAGRAM)	\$2.00
REVERSE LOOKUP SEARCH (Reverse Directory)	\$0.10
SATELLITE IMAGE SEARCH	\$1.00
SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)	\$1.00
VOTER REGISTRATION SEARCH	\$0.25
WATERCRAFT SEARCH	\$0.50
Watercraft Report	\$1.00
SUMMARY REPORT	\$0.50
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	
ASSET REPORT	\$3.50
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
FINDER REPORT	\$3.50
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	
COMPREHENSIVE REPORT (BEST VALUE)	\$6.00
Included in this report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
COMPREHENSIVE ADDRESS REPORT	
Base Report Features: (Current and Previous Residents and Phones at Address)	\$0.50
Additional Report Options:	
Property Ownership Current / Previous	\$1.00
Businesses at Address	\$0.25
Neighbors at Address	\$0.25
Driver Licenses at Address	\$0.75
Motor Vehicles Registered at Address	\$0.75

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Bankruptcy (Charged per search)	\$1.00
Liens and Judgments (Charged per search)	\$0.25
Neighborhood Profile (2000 Census)	\$0.50
COMPREHENSIVE BUSINESS REPORT	
Base Report: (Name Variations and Businesses at Address)	\$0.50
Additional Report Options:	
Bankruptcy (Charged per search)	\$1.00
Liens and Judgments (Charged per search)	\$0.25
Corporation Filings	\$1.00
Business Registrations	\$0.25
UCC Filings	\$0.50
Associated Businesses	\$1.00
Associated People	\$1.00
Properties	\$1.00
Motor Vehicles	\$0.75
Internet Domain Names	\$0.25
Dun & Bradstreet Records	\$3.75
CUSTOM COMPREHENSIVE REPORT	
Base Report: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	\$0.50
Additional Report Options:	
Associates	\$1.00
Properties	\$1.00
Bankruptcy (Charged per search) (Not discounted)	\$1.00
Phones Plus	\$0.50
People at Work	\$1.00
UCC Filings	\$1.00
Criminal Records (Charged per search)	\$1.00
Sexual Offenses (Charged per search)	\$1.00
Florida Accidents	\$1.00
Driver Licenses Information	\$0.75
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.75
Liens and Judgments (Charged per search)	\$0.25
Neighborhood Profile (2000 Census)	\$0.50
Professional Licenses (Charged per search)	\$1.00
Supplemental Data Sources (Charged per search)	\$1.00
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.25
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$1.00
Batch Wizard	
BUSINESS BATCH	
Basic Business Batch (Address and/or Phone)	\$0.25
Other Businesses at Phone	\$0.25
Other Businesses at Address	\$0.25
Add Current Bankruptcy (Charged per input)	\$0.25
Add Current Corporate Filing	\$1.00
Reverse Phone Lookup only	\$0.10
Corporate Filings only	\$1.00
INSTANTID (Consumer) BATCH	\$0.65
INSTANTID (Consumer) & FRAUDDEFENDER BATCH	\$0.95
BUSINESS INSTANTID BATCH	\$1.30
BUSINESS INSTANTID & FRAUDDEFENDER BATCH	\$1.30
PATRIOT ACT BATCH (Charged per input)	\$0.25
PEOPLE BATCH	
Standard Options (Price includes one or more options)	\$0.25

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-Verify Phone Flag	
-Verify Address Flag	
-Deceased date	
-Active Addresses for subject	
-Active Phones for subject	
-AKA, DOB	
-Listing Name of Phone Number	
-Others using Social Security Number	
-Charge Indicator	
-Previous/Unverified Addresses (with or w/o dates or phones)	
Single Best Address	\$0.25
Reverse Phone Lookup	\$0.25
Unique Address & Phone (Dedupe) (Charged per input)	\$0.25
Unique Address (Dedupe) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.05/input & \$0.20/hit
Unique Phone (Dedupe) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.14/hit
Neighbors (up to 5)	\$0.25
Property (up to 5)	\$1.00
Bankruptcy (Charged per input)	\$0.25
Bankruptcy and Deceased (Charged per input & per hit) (Discount applies to per hit charge)	\$0.25/input & \$0.25/deceased hit
Accurant Phones Verified	\$0.25
Accurant Phones Verified plus Relatives & Associates (Charged per input & per hit) (Discount applies to per hit charge)	\$0.25/hit & \$0.50/ Relative -Associate hit
Accurant Phones Verified (plus Previous / Unverified phones)	\$0.25
Add Relatives (up to 6 when no active address / phone exists)	\$1.00
Add Relatives	\$1.00
Add People at Work	\$1.00
Add Associates	\$1.00
PHONE BATCH (PROGRESSIVE PHONES)	
EDA (level 1)	\$0.10
Verified (level 2)	\$0.25
Current Phone at Provided or Recent Address	\$0.25
Current Phone for a Relative or Associate	\$0.50
Possible Phone	\$0.03
Phones Plus	\$0.50
Previous or Unverified Phone	\$0.12
De-duplication (Level 1 or Level 2 only) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.14/hit
De-duplication (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.20/hit
PHONE PLUS BATCH	\$0.50
SURECONTACT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75
Deceased	\$0.75
RecoverScore (Charged per input)	\$0.10
SUREPLACEMENT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75
Deceased	\$0.75
Individual Flags (Charged per input)	\$0.05
Flag Bundle (any 6 flags) (Charged per input)	\$0.20
All Flags (Charged per input)	\$0.35
Property Records (up to 3 for Input Address)	\$1.00

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Property Records (up to 3 for Updated Address)	\$1.00
Relatives (up to 3)	\$1.00
Associates (up to 3)	\$1.00
Neighbors (up to 3 for Input address)	\$0.25
Neighbors (up to 3 for Updated address)	\$0.25
People at Work (up to 3)	\$1.00
Vehicle Registrations (up to 3)	\$1.00
Judgements and Liens (up to 6)	\$1.00
RecoverScore (Charged per input)	\$0.10
ACCURINT WATCHDOG (Each Watchdog record returned constitutes a hit)	
Change of Address	\$0.25
Phone Number Change	\$0.25
Name Change	\$0.25
Date of Death	\$0.25
Bankruptcy	\$0.75
New Vehicle Registration	\$0.75
Property Ownership	\$1.00
WATCHDOG STORAGE FEES (Storage fees are in addition to new hits)	
up to 10,000 records per month	\$100
10,001 - 50,000 records per month	\$250
50,001 - 100,000 records per month	\$350
over 100,000 records per month	\$500 up

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Risk & Information Analytics Group Application & Agreement - Government Agencies

LexisNexis Risk & Information Analytics Group Inc. ("LN") provides the products and services listed in Part 5 (the "LN Services") of this Application and Agreement ("Agreement"). The information submitted on this Agreement will be used to determine the Customer's (as defined in Part 1 below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

AGENCY INFORMATION

PART 1: (This section must be filled out entirely.)

SECTION A: AGENCY INFORMATION ("AGENCY" or "Customer")

Agency Name _____
Physical Address _____
City _____ State _____ Zip _____
Telephone _____ Agency Web Address _____

Product IP Address _____

Product IP Address Range From _____ To _____

COMPANY PRINCIPAL(S)

Last Name _____ First Name _____ Middle Initial _____ Title _____
Last Name _____ First Name _____ Middle Initial _____ Title _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

BILLING INFORMATION

Part 2: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. If you choose to be billed directly, skip this portion and proceed to Part 3.) LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

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

By choosing to have a credit card billed directly by LN, I hereby authorize the members of LN that are providing services to the Agency under this Agreement to bill this credit card for the charges incurred for use of the LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay charges incurred for my use of the LN Services, I shall be personally responsible for the payment of such charges.

Part 3: DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion and proceed to Part 4.) By submitting this direct billing application, Agency certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Agency named in this Agreement. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LN to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone _____ Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____

Part 4: ADDITIONAL BILLING INFORMATION

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

PRODUCT INFORMATION

Part 5: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS PRODUCTS

Accurant	Accurant for LE	InstantID
Accurant for Collections	Accurant for LE Plus	InstantID CIP
Accurant for Government	Accurant for Legal	InstantID Q&A
Accurant for Government Plus	Anti-Money Laundering Solutions	LN Vendor Screening
Accurant for Health Care	ChargebackDefender	RecoverScore
Accurant for Insurance	Collections Solutions	Risk Management Solutions
Accurant for Insurance Plus	FraudDefender	RiskWise Solutions

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

LN Batch (with NCOA _____) (Must submit PAF))
 Accurant Batch

SECTION C: CONSUMER REPORT PRODUCTS

The LN Services listed in these Sections C and D constitute Consumer Reports as defined in the Agreement. Customer certifies that it will obtain a Consumer Report only for a permissible purpose as defined by the FCRA and other applicable laws.

Banko Collections Solutions	LexisNexis Applicant Screening	Specialty Screening
Express Screening **	OneScore	RiskView

** A non-refundable \$25.00 Account Setup Fee shall be assessed to all Express Screening accounts.

SECTION D: CONSUMER REPORT BATCH PRODUCTS

Banko Batch

Part 6: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information. 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 indicated by Customer electronically while using the LN Services:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to GLBA data.)

- | | |
|--------|---|
| 1. | No permissible use. |
| 2. | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. |
| 2. (B) | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only) |
| 3. | To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. |
| 4. | In required institutional risk control programs. |
| 5. | In resolving customer disputes or inquiries. |
| 6. | Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer. |
| 7. | Use by persons acting in a fiduciary or representative capacity on behalf of the consumer. |

- | | | |
|--|-----|---|
| | 8. | In complying with federal, state, or local laws, rules, and other applicable legal requirements |
| | 9. | To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety. |
| | 10. | With the written consent or at the direction of the consumer (Consumer Report LN Services only). |

SECTION B: DPPA PERMISSIBLE USES

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will use such information obtained from LN Services only for the purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to DPPA data.)

- | | | |
|--|----|---|
| | 1 | No permissible use. |
| | 2. | In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation. |
| | 3. | To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud. |
| | 4. | Use by a government agency but only in carrying out its functions. |
| | 5. | Use by any person acting on behalf of a government agency but only in carrying out the agency's functions. |
| | 6. | Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting. |
| | 7. | In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer). |
| | 8. | Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurint only) |
| | 9. | With the written consent of the individual to whom the information pertains (Consumer Report LN Services only). |

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

Customer agrees and certifies it will use the information described in Sections A and B of this Part 6 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Part 7: QUALIFIED ACCESS

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

SECTION A: SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS** to receive SSNs.)

- | | | |
|--|----|---|
| | 1. | Not an authorized user; |
| | 2. | Federal, state or local government agency with law enforcement responsibilities; |
| | 3. | Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud; |
| | 4. | 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; |
| | 5. | Collection department of a creditor; |
| | 6. | Collection company acting on behalf of a creditor or on its own behalf; |
| | 7. | Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: |

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS** to receive SSNs.)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

SECTION B: DRIVERS LICENSE NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS** to receive DLs.)

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

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS** to receive DLs.)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

Part 8: TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** LN provides nationwide public record information, document retrieval and related services (the "LN Services") using LN's proprietary and licensed databases and information. Agency hereby subscribes to the LN Services, and LN hereby grants to Agency a license to use the LN Services solely for governmental purposes which comply with applicable privacy laws.

2. **PERFORMANCE:** LN will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LN for the accuracy or completeness of the information provided by the LN Services.

3. **CHARGES:** For each response to a request for information, the Agency agrees to pay to LN for use of the LN Services the applicable charge for the information requested as provided in the attached Schedule A. The Agency shall pay to LN fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins.

4. **INTELLECTUAL PROPERTY:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LN Services, other than as permitted by this Agreement. The Agency acknowledges that LN (and/or LN's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LN Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.

5. **USE LIMITATIONS:** The Agency agrees that it will use the LN Services only in the performance of, or in the furtherance of, appropriate government activities. Agency will not nominate or authorize any individual to a position of LN systems administrator or LN Agency administrator who has not undergone a government background check that meets the following federal criteria (or the state government equivalent that meets or exceeds that standard): National Criminal Information Center (NCIC) and other appropriate background checks in accordance with OPM guidelines, 5 Code of Federal Regulations (CFR), Part 731, "Suitability," Part 732, "National Security Positions," and Part 736, "Personnel Investigations" commensurate with the responsibilities of their position. Use of the LN Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").

6. **PAYMENT OF FEES:** The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

7. **TERM:** This Agreement shall remain in full force and effect during such periods of time during which LN is providing services to the Agency, unless a time certain is specified elsewhere. The Agency may terminate this Agreement at any time for any reason. The Agency agrees that, if it is found to be in violation of any specifications of this Service Agreement, LN has the right to terminate the Agency's access to the LN Services.

8. **ASSIGNMENT:** The license granted to the Agency to use the LN Services may not be assigned by the Agency, in whole or in part, without the prior written consent of LN.

9. **DISCLAIMER OF WARRANTIES:** LN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LN SERVICES AND INFORMATION PROVIDED THEREBY. LN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

10. **SURVIVAL OF AGREEMENT:** Provisions hereof related to (a) the use of the LN Services information and data by the Agency; (b) the payment for the LN Services; and (c) the disclaimer of warranties by LN shall survive any termination of the license to use the LN Services.

11. **AUDIT:** The Agency understands and agrees that, in order to ensure compliance with applicable law, LN will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by LN will be subject to immediate action including, but not limited to, termination of the license to use LN Services, legal action, and/or referral to federal or state regulatory agencies.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this LN Agreement for Government Agencies on behalf of the Agency listed above, and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Agreement.

Agency

Signature

Print Name

Title

Dated

(mm/dd/yy)