

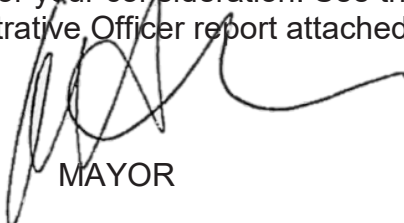
0150-12044-0000

TRANSMITTAL

TO The City Council	DATE 06/01/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Second amendment to Contract No. C-132816 with RELX Inc. to access an online proprietary database for tax discovery, receivables collection activities, and enforcement efforts.

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR

(Andre Herndon for)

MWS:AG:09220181

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

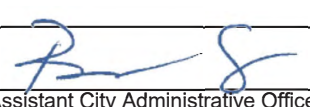
To: The Mayor	Date: 05-25-22	C.D. No. All	CAO File No.: 0150-12044-0000				
Contracting Department/Bureau: Office of Finance		Contact: Angela De La Rosa, (213) 564-7928					
Reference: Office of Finance transmittal to the Mayor's Office dated December 17, 2021, with supplemental and amended documentation subsequently provided in May 2022.							
Purpose of Contract: For access to Relx's online database for tax discovery, receivables collection activities, and enforcement efforts.							
Type of Contract: () New contract (X) Amendment, Contract No. C-132816		Contract Term Dates: January 1, 2022 through December 31, 2023; Two year term with three one-year optional extensions.					
Contract/Amendment Amount: Compensation is based on use of the Contractor's online database.							
Source of funds: Fund 100, Dept. 39, Account No. 003040 – Contractual Services Account							
Name of Contractor: Relx Inc. Address: 1000 Alderman Dr., Alpharetta, GA 30005							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 1%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, authorize the Director of the Office of Finance, or designee, to execute a second amendment to contract C-132816 with Relx Inc. to extend the terms of the agreement from January 1, 2022 through December 31, 2023, with three optional one-year extensions, with a final end date of December 31, 2026, consistent with the State of California Master Service Agreement (MSA) No. 5-17-70-12. Authority is requested for 12-months beyond the MSA's December 31, 2022 expiration date, as permitted by the MSA, and for three optional one-year extensions thereafter, should the MSA be extended beyond December 31, 2023.

SUMMARY

The Office of Finance (Finance) requests authority to execute a second amendment to contract C-132816 with Relx Inc. (Contractor) to access "Accurant for Government" online proprietary database provided by LexisNexis Risk Solution (a subsidiary of Relx Inc.) for tax discovery, receivables collection activities, and enforcement efforts. The term of this agreement is for two years with options to extend for three additional one-year periods, through December 31, 2026. Authority is requested for 12-months beyond the MSA's December 31, 2022 expiration date, as permitted by the MSA, and for three optional one-year extensions thereafter, should the MSA be extended beyond December 31, 2023. The City Attorney has reviewed the contract as to form.

Augusto Gutierrez			 Assistant City Administrative Officer
AG	Analyst	0150-12044-0000	

The initial term of this agreement was from February 20, 2019 to December 31, 2020. The first amendment extended the terms of the agreement for one additional year from January 1, 2021 to December 31, 2021. The City requested continued access to the Contractor's database beyond the expiration date of the current agreement and prior to the execution of this proposed second amendment to protect the City from the loss of revenues that would otherwise have resulted from a delay in the provision of services provided by the Contractor.

The current agreement is based on the State of California, Department of General Services, Master Service Agreement (MSA) 5-17-70-12 (attached), which allows local governmental agencies to piggyback off its agreement with the Contractor. The MSA with the Contractor, as amended, expires on December 31, 2022. According to the MSA, user agencies' subscription agreements, such as this proposed contract, executed before the end term of the MSA may continue for up to twelve months beyond the MSA contract period. In accordance with the Los Angeles Administrative Code Section 10.5(b)(2), City Council approval of the proposed second amendment is required because the cumulative term of the contract exceeds three years.

Compensation to the Contractor is based on Finance's online database searches and reports, billed at agreed upon standard user fees (see the rates listed as an exhibit to the contract). Certain premium features are available at additional costs. The minimum monthly fees total \$4,182 (\$50,184 per year).

Pursuant to the City Charter, Section 371 (e)(10), Finance finds that competitive bidding for acquiring access to the Contractor's proprietary online databases would be undesirable and impracticable. Finance has used the Contractor for research and skip tracing delinquent taxpayers since 2007 (C-113637). A Charter Section 1022 review was not applicable as the contract does not include a labor component. The Contractor has complied with all of the City's contracting requirements.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact as sufficient funding is provided in the Department's Contractual Services Account, No. 003040.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City's Financial Policies in that ongoing expenditures will be funded by ongoing revenues.

MWS:AG:09220181

Attachment: Report from the Office of Finance, which incorporates the proposed second amendment to Contract C-132816.

DIANA MANGIOGLU
DIRECTOR of FINANCE
CITY TREASURER

CITY OF LOS ANGELES
CALIFORNIA

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 101 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411



ERIC GARCETTI
MAYOR

December 16, 2021

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, California 90012

Attention: Heleen Ramirez, Legislative Coordinator

APPROVAL FOR SECOND AMENDMENT TO CONTRACT C-132816 WITH RELX INC

Dear Mayor Garcetti:

In accordance with Mayor's Executive Direction No. 3, the Office of Finance (Finance) requests approval to execute a second amendment to extend the terms of the agreement for contract C-132816 with Relx, Inc. (Relx). Pursuant to the terms of the agreement, Relx, through its subdivision LexisNexis, provides access to a searchable online business databases that Finance utilizes in pursuit of its tax discovery, collections, and enforcement efforts.

The initial terms of the agreement with Relx started on September 1, 2018, and ended on December 31, 2020. The first amendment extended the terms of the agreement for one additional year starting from January 1, 2021, to December 31, 2021. This current proposed second amendment will extend the terms of the agreement for an additional year from January 1, 2022, to December 31, 2022, and include four options to renew until December 31, 2026. The execution of the proposed second amendment will require Council approval. The attached draft language for the amendment has been reviewed by the Office of the City Attorney.

BACKGROUND

Finance, pursuant to the City Charter, is responsible for collecting and enforcing the various tax ordinances of the City in addition to various permit fees that are under the jurisdiction of the Police, Fire, and other Departments. Since 2007, Finance has relied on Relx's LexisNexis and Accurint databases services for tax discovery, collection and enforcement purposes. Their proprietary databases are a valuable research tool utilized throughout Finance. Information from this proprietary database service is used for locate companies with debt owed to the City, legal research, lien filings, and tax discovery.

The services provided by Relx are proprietary, professional, expert, technical and uniquely

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specialized. Accordingly, Finance finds that competitive bidding for the purpose of acquiring access to the LexisNexis and Accurint databases would be undesirable and impracticable as allowed by Section 371 (e) 10 of the City Charter.

The current Relx agreement is based on the State of California Master Service Agreement (MSA) 5-17-70-12 that allows local governmental agencies to piggyback off of its agreement with Relx. Both the MSA and Finance's piggyback agreement with Relx are due to expire on December 31, 2021. The State has been working on procuring a new Relx agreement, but that process has been delayed.

On December 7, 2021, the State amended the MSA to extend the term to December 31, 2022, while they work on procuring a new MSA. However, the length of time for additional extensions or the anticipated execution date of a new MSA are not known. Given this uncertainty, Finance requests the authority to extend the terms of the agreement with Relx for one additional year through December 31, 2022 in order to mirror the term of the State's current agreement, with options to extend the contract for four additional one-year periods to be consistent with an active MSA contract until December 31, 2026. Should the State not secure or extend an MSA agreement, Finance will use the City's contracting process to procure these services.

Also of note, the first amendment to Relx agreement extended the terms of this agreement beyond three years and should have been approved by Council. Finance staff had miscalculated its impact and failed to seek Council approval. Through this report, Finance requests retroactive Council approval for the first amendment while seeking approval for this proposed second amendment.

FISCAL IMPACT

There is no additional impact to the General Funds. The cost for this contract is included in the annual budget for the department. The annual cost for this agreement is approximately \$50,000.

RECOMMENDATIONS

Finance respectfully requests that the Mayor:

1. Authorize the Director of Finance to execute a second amendment to contract C-132816 with Relx, Inc., to extend the terms of the agreement for one additional year, from January 1, 2022, to December 31, 2022; and
2. Authorize the Director of Finance to execute subsequent amendments for up to an additional four one-year options to renew, with a final service end date of December 31, 2026, to contract C-132816 with Relx, Inc., to extend the terms of the agreement consistent with the State of California Master Service Agreement 5-17-70-12, should additional extensions be executed by the State.

If you have any questions, please contact Angela Berumen, Assistant Director of Finance, by e-mail at angela.berumen@lacity.org.

Mayor Eric Garcetti
December 16, 2021
Page 3

Sincerely,

A handwritten signature in blue ink, appearing to read 'Diana Mangioglu', with a stylized, cursive script.

Diana Mangioglu
Director of Finance / City Treasurer

Attachments: Contract C-132816 - Relx, Inc.
First Amendment to Contract C-132816
Proposed Second Amendment to Contract C-132816
State of California MSA 5-17-70-12 Standard Agreement

cc: Jeanne Holm, Office of the Mayor
Ha To, Office of the City Administrative Officer
Augusto Gutierrez, Office of the City Administrative Officer

CONTRACT NO. C-132816 – SECOND AMENDMENT

STATE AGREEMENT NUMBER 5-17-70-12	STATE AMENDMENT NUMBER 5-17-70-12-1	CITY CONTRACT NUMBER C-132816
--------------------------------------	--	----------------------------------

1. This **SECOND AMENDMENT** to Contract No. C-132816 (hereafter "Agreement") is entered into between the City of Los Angeles and the Contractor named below:

CITY OF LOS ANGELES CONTRACTING DEPARTMENT NAME
OFFICE OF FINANCE, hereinafter referred to as "City"

CONTRACTOR'S NAME
RELX, Inc. hereinafter referred to as "Contractor"



2. The term of this Agreement is: January 1, 2022 through December 31, 2023

3. The maximum amount of this Agreement is: \$ (Based on Fee Schedule)

4. State of California Master Service Agreement (MSA) Authorization

WHEREAS, pursuant to the terms of MSA 5-17-70-12 between The State of California, Department of General Service, and the Contractor; Local Government Agencies, such as the City of Los Angeles, are authorized to execute an agreement with the Contractor for services listed in the Exhibits E through H of the MSA. Upon execution of the agreement, the Local Government Agency is deemed to be "User Agencies" and the terms of the provision of services by the Contractor to such "User Agencies" are then governed by the terms of the MSA;

5. Current MSA Amendment

WHEREAS, on September 22, 2020, the State executed the First Amendment to MSA 5-17-70-12, to extend the terms of the MSA to December 31, 2021;

WHEREAS, on December 7, 2021, the State executed the Supplement #3 to MSA 5-17-70-12, to extend the terms of the MSA to December 31, 2022;

6. City Contract

WHEREAS, on February 20, 2019, the City executed Agreement C-132816 with the Contractor and became a User Agency pursuant to authorizing provisions of MSA 5-17-70-12;

WHEREAS, on January 1, 2021, the City executed the First Amendment to Agreement C-132816, pursuant to the State's first amendment to MSA 5-17-70-12, to extend the terms of the Agreement to December 31, 2021;

WHEREAS, Supplement #3 to MSA 5-17-70-12 allows the term of the Ordering Agencies' subscription to extend for up to twelve (12) months beyond the MSA expiration date;

WHEREAS, the City wishes to execute a Second Amendment to Agreement C-132816, pursuant to the Supplement #3 to MSA 5-17-70-12, to extend the terms of the Agreement to December 31, 2023; and

WHEREAS, the Standard Provisions for City Contracts were modified pursuant to the City adopted Ordinance 187134 requiring, effective October 20, 2021, the personnel of City contractors and subcontractors to be fully vaccinated against the novel coronavirus 2019 (Covid-19);

[AGREEMENT CONTINUES ON THE FOLLOWING PAGE]

7. Current City Contract Amendment

WHEREAS, City desires to extend the terms of this Agreement, as permitted by the MSA, for two additional years to December 31, 2023; and replace the previous Standard Provisions for City Contracts with the updated Standard Provisions for City Contracts (Rev. 10.21) [v.4];

8. NOW THEREFORE, the parties hereby covenant and agree to extend the terms of this agreement for two additional years to December 31, 2023, and to comply with the terms and conditions of the following Attachments, which by this reference are made a part of the Agreement and incorporated herein. All other terms and conditions shall remain the same; and

By its approval and execution of this Second Amendment, the City accepts the services performed by Contractor during the period from January 1, 2022, through the execution of this Agreement, and agrees to compensate Contractor, subject to all terms and conditions of the Contract No. C-132816 as amended by the First Amendment and this Second Amendment. The City requested such services to be performed prior to execution of this Agreement to protect the City from the loss of revenues that would otherwise have resulted from a delay in the provision of services provided by the Contractor.

9. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- a. State of California Standard Agreement (STD 213)
- b. State Agreement Exhibit C: The State's General Terms and Conditions (GTC 04/2017) (As Modified)
- c. State Agreement Exhibit D: General Provisions – Information Technology GSPD-401IT (Eff. 9/5/14) (As Modified)
- d. State Agreement Exhibit A: Scope of Work
- e. State Agreement Exhibit B: Budget Detail and Payment Provisions
- f. State Agreement Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing
- g. State Agreement Exhibit F: LexisNexis Risk Solutions Inc. Deliverables and Pricing
- h. State Agreement Exhibit G: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions
- i. State Agreement Exhibit H: LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions
- j. Attachment V: Standard Provisions for City Contracts (Rev. 10.21) [v.4]

10. Attachments:

Attachment I – MSA 5-17-70-12 - Standard Agreement

Attachment II – MSA 5-17-70-12 - Deliverables and Pricing

Attachment III – MSA 5-17-70-12 – First amendment

Attachment IV – MSA 5-17-70-12 – Supplement #3

Attachment V – Standard Provisions for City Contracts (Rev. 10.21) [v.4]

[AGREEMENT CONTINUES ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

Approved Corporate Signature Methods (Please sign in **blue** ink):

- a) Two Signatures: One by Chairman of Board of Directors, President or Vice-President; **and** one by Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. – **OR** –
- b) One Signature: by Corporate designated individual together with a properly attested resolution of Board of Directors authorizing the individual to sign on the company's behalf.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

RELX Inc.

CONTRACTOR BUSINESS ADDRESS (include City, State, ZIP)

9443 Springboro Pike Miamisburg, OH 45342

PRINTED NAME OF PERSON SIGNING

Joshua Roslan

TITLE

Sr. Pricing Analyst

BY (Authorized Signature)



DATE SIGNED

May 6, 2022

CONTRACTING DEPARTMENT

CONTRACTING DEPARTMENT NAME

OFFICE OF FINANCE

CONTRACTING DEPARTMENT ADDRESS (include City, State, ZIP)

200 N. Spring St, Room 220, Los Angeles, CA 90012

PRINTED NAME OF PERSON SIGNING

DIANA MANGIOGLU

TITLE

Director of Finance / City Treasurer

BY (Authorized Signature)



DATE SIGNED

APPROVED AS TO FORM

MICHAEL N. FEUER

City Attorney

BY ASSISTANT CITY ATTORNEY



DATE SIGNED

ATTEST

HOLLY L. WOLCOTT

City Clerk

BY CITY CLERK



DATE SIGNED

Attachment I

MSA 5-17-70-12 - Standard Agreement

State of California
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 5-17-70-12
REGISTRATION NUMBER:

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of General Services, Procurement Division
 CONTRACTOR'S NAME
RELX Inc.
- Term of this agreement: December 13, 2017 through December 31, 2020
 (Or upon DGS approval)
 With two (2) one-year options to extend by the State.
- The maximum amount of this Agreement is: **\$0**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A: Scope of Work	9 pages
Exhibit B: Budget Detail and Payment Provisions	1 page
Exhibit C: General Terms and Conditions GTC (effective 04/2017) (As Modified)	4 pages
Exhibit D: General Provisions – Information Technology GSPD-401IT (Eff. 9/5/14) (As Modified)	12 pages
Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing	26 pages
Exhibit F: LexisNexis Risk Solutions Inc. Deliverables and Pricing	50 pages
Exhibit G: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions	46 pages
Exhibit H: LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions	32 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.





CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) RELX Inc.	
BY (Authorized Signature) 	DATE SIGNED 12/8/17
PRINTED NAME AND TITLE OF PERSON SIGNING Sean Fitzpatrick, Managing Director	
ADDRESS 9443 Springboro Pike, Miamisburg, OH 45342	
STATE OF CALIFORNIA	
AGENCY NAME Department of General Services, Procurement Division	
BY (Authorized Signature) 	DATE SIGNED 12/12/17
PRINTED NAME AND TITLE OF PERSON SIGNING Angela Shell, Deputy Director	
ADDRESS 707 Third St., West Sacramento, CA 95605	
  <input type="checkbox"/> Exempt per _____	

EXHIBIT A
SCOPE OF WORK

I. SCOPE

- A.** The State of California, Department of General Services (DGS) (hereinafter referred to as “DGS” or the “State”) and RELX Inc. (hereinafter referred to as “Contractor” or “RELX” or “LexisNexis” or “LN”) hereby agree that Contractor will provide Electronic Information Library Services (EILS) to California State Agencies including the Judicial and Legislative branches, and all California political subdivisions/local governments (hereinafter collectively referred to as “User Agencies”) to access proprietary legal research, information and news databases, and print products. The Risk products in Exhibit F that are FCRA compliant will be provided by LexisNexis Risk Solutions Bureau LLC and the non FCRA products will be supplied by LexisNexis Risk Solutions FL Inc. The Master Service Agreement (MSA) or “Agreement” shall refer to the EILS contract between DGS and Contractor. Subscription agreements shall refer to purchase orders or contracts established under the MSA between User Agencies and the Contractor.
- B.** A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether or not the use of the MSA is consistent with its procurement policies and regulations.
- C.** The State reserves the right to revise this Scope of Work (SOW) in the future to include additional EILS options. Any revisions to the SOW or the Terms and Conditions will be made by amendment to this Agreement and mutually agreed upon by the State and Contractor.

II. TERM

- A.** The term of this Agreement is for three (3) years. Contract execution is upon signature and approval from the DGS.
- B.** The State reserves the right to extend the MSA for two (2) optional one-year periods. Extensions will be executed by amendment to this Agreement.
- C.** In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice.
- D.** Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the actual cost of engaging another contractor to perform the work.
- E.** User Agencies’ subscription agreements executed before the end of the MSA term may continue for up to twelve (12) months beyond the MSA contract period.

III. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A.** State of California Standard Agreement (STD 213)
- B.** Exhibit C: The State's General Terms and Conditions (GTC 04/2017) (As Modified)
- C.** Exhibit D: General Provisions – Information Technology GSPD-401IT (Eff. 9/5/14) (As Modified)
- D.** Exhibit A: Scope of Work
- E.** Exhibit B: Budget Detail and Payment Provisions
- F.** Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing
- G.** Exhibit F: LexisNexis Risk Solutions Inc. Deliverables and Pricing
- H.** Exhibit G: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions
- I.** Exhibit H: LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions

IV. CONTRACT ADMINISTRATORS

A. The Contract Administrators during the term of this Agreement will be:

1. State's Contract Administrator:

Terry Muñoz
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
Phone: 916-375-8067
Email: Terry.Munoz@dgs.ca.gov

2. Contractor's Contract Administrator:

Gaurang Dave
1000 Alderman Drive
Alpharetta, GA 30005
Phone: 202-378-1018
Email: Gaurang.Dave@LNSSI.com

B. Should a Contract Administrator change, each party will notify the other in writing without amendment to this Agreement.

V. RESPONSIBILITIES

A. Contractor

Contractor is responsible for the following:

- 1. Agrees to perform and deliver the services and/or goods under the EILS MSA as described herein.
- 2. Respond to orders from User Agencies.
- 3. Shall not provide any services or products to User Agencies utilizing this MSA, except those services or products that are specifically within the scope of the MSA as defined in Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit F: LexisNexis Risk Solutions Inc. Deliverables and Pricing; Exhibit G: LexisNexis, a division of RELX Inc. Contractor’s Terms and Conditions; Exhibit H: LexisNexis Risk Solutions Inc. Contractor’s Terms and Conditions.
- 4. Agrees to payment terms and conditions prior to providing a subscribed service or delivery of goods. Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
- 5. Local Agency Incentive Fee
 - a. Contractor agrees to remit to DGS an incentive fee of an amount equal to one percent (0.01) of quarterly invoiced sales to all local government agencies. This fee shall be added to the Contractor billing and recovered from all local agencies.
 - b. The Contractor is required to pay to DGS the recovered local agency fee in the form of a check payable to: Department of General Services (DGS), Procurement Division (PD). Contractor must include the Master Service Agreement Number on the check.
 - c. This service will be performed by the Contractor at no additional charge to DGS or participants.
 - d. Contractor’s payment of the local agency incentive fee is due irrespective of whether or not the local governmental agency has paid the contractor for services.
 - e. No fees shall be charged and collected on sales to State Agencies.
 - f. Local Agency fee checks are due for each quarter as follows:

Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

g. Local Agency fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: Master Agreements Program
 707 3rd Street, 2nd Floor, MS 2-202

B. User Agency Responsibilities

The User agency is responsible for the following:

1. Develop subscription agreements and Purchase Orders that include, but are not limited to:
 - a. Scope, budget, schedule, and term;
 - b. Services/Goods required;
 - c. Authorized User information and Locations;
 - d. Deliverables; and
 - e. Payment terms and conditions.
2. Provide business information and data to facilitate the Contractor's work.
3. Designate individual(s) able to make decisions regarding the user agency's program needs and requirements.
4. Execute and administer the subscription agreement.
5. All Local Government Agencies shall pay the Contractor a one-percent (0.01) Local Agency Fee in addition to the total invoiced amount of the goods and services purchased.

C. State Responsibilities

DGS is responsible for the following:

1. Execute and administer the EILS MSA.
2. Monitor quarterly invoice reports.
3. Collect the Local Agency Fee.

VI. PURCHASING

The following terms and conditions apply to purchases made under this MSA.

- A.** Subscription Agreement—Prior to rendering services, Contractor and State Agencies and Local Governmental Agencies must execute a separate subscription agreement that incorporates all the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind or be in conflict with the terms and conditions of this MSA. For State Agencies, such subscription agreement shall be in the form of the standard agreement, STD 213 and/or Purchase Order, and for Local Governmental Agencies shall be the appropriate equivalent contract form as determined by its procurement policies and regulations. All STD 213s, and/or Purchase Orders, and Local Agency forms must include the MSA number and incorporate by reference all the terms and conditions of the MSA.
- B.** User Instructions—User Agencies may purchase under this MSA by following the User Instructions published at Procurement Division's website: <http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements.aspx> or the CalProcure website: <https://www.caleprocure.ca.gov/pages/index.aspx> .

- C. For purchases made under this MSA, Contractor will provide EILS services under the terms and conditions defined in the MSA and Exhibits, and specified in the individual subscription agreement. Access to and usage of any other databases, features, and services are excluded. Contractor shall provide quarterly invoice reports detailing excluded charges by User Agency. State Agencies with excluded charges in excess of \$4,999.99 may be subject to DGS review of their purchasing activities.
- D. Processing – Orders will be processed as follows:
 - 1. Exhibit E and Exhibit F Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
 - 2. California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

VII. DELIVERABLES

The Contractor shall provide the following products and services:

Descriptions and pricing of Subscription Services and Printed Products are on Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing; Exhibit F: LexisNexis Risk Solutions Inc. Deliverables and Pricing; Exhibit G: LexisNexis, a division of RELX Inc. Contractor's Terms and Conditions; and Exhibit H: LexisNexis Risk Solutions Inc. Contractor's Terms and Conditions.

VIII. PRICE ESCALATIONS AND DECLINES

A. Online Subscriptions

1. Price Escalation

Prices shall be fixed for one (1) year starting from MSA effective date. The Contractor may request approval for an increase of its pricing with supporting documentation to justify such an increase. Rate increases may only be requested when the Consumer Price Index (CPI) has increased at least two percent (2%). Acceptable documentation for proposed rate increase is based on the United States Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category. The expenditure category shall be legalservices and it shall be the unadjusted percent change for the previous one-year period. Reference to this index may be found at the following web page, subject to change: <http://www.bls.gov/news.release/cpi.toc.htm>.

Rate increase requests will only be considered for requests received by the State's Contract Administrator during the last quarter preceding the end of each one-year period. If an increase is granted, Contractor shall provide a new rate sheet to the State's Contract Administrator. Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.

2. Optional Extensions

The State's right to extend the MSA for two (2) optional one-year periods is separate from consideration of price escalation requests. It is the State's option to extend at the current rate. Extensions will be executed by amendment to this Agreement.

B. Print Products & Print Program Subscriptions

1. Price Escalation

Print Products and Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% to 25% off the then-current list prices as such list prices are reflected on the Bookstore (see <https://store.lexisnexis.com/>). The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.

2. Optional extensions

The annual increases will also apply to the two (2) optional one-year extensions, if executed. Extensions will be executed by amendment to this Agreement.

C. Price Declines

Price declines shall become effective immediately upon any public notification of decline. Should a price decline be announced by the Contractor after Contract award, and prior to the State ordering the services and/or goods, then the Contractor shall pass the savings in total to the State of California. Any interest, finance, or other charges based on the Contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

IX. TECHNICAL SUPPORT & TRAINING

A. Contractor shall provide research, technical and customer support at no additional cost. Contractor will provide a team of experts available to User Agencies 24 hours a day, seven days a week via toll free phone number:

- **800-543-6862 – LexisNexis products**
- **866-277-8407 – LexisNexis Risk products**

Lexis Advance chat support is available Monday to Friday 5:00 a.m. through 10:00 p.m. PDT. Accurint chat support is available Monday to Sunday 7:00 a.m. - 9:00 a.m. and 11 a.m. to 1 p.m. PDT. Email support is also available. If the phone number changes, Contractor shall notify the State Contract Administrator and User Agencies online or in writing, as soon as practical or within five (5) days.

HOURS AND SPECIALISTS	RESEARCH SUPPORT
<p>A team of experts available 24 x 7 via a toll-free number. Customer support staff will include professionals with experience in the areas of research for each of the LexisNexis products and solutions.</p>	<p>For questions relating to legal search strategy, materials, and features, experienced Legal Research Associates will help subscribers find results fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist subscribers have practiced in law firms, in corporate counsel offices, and as judicial law clerks.</p>

TECHNICAL SUPPORT	OPERATIONS SUPPORT
<p>Technical experts will respond to subscriber's questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day. The majority of the technical staff has degrees in disciplines including Management Information Systems, Computer Science and Business Administration. Users will benefit from the representatives' practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.</p>	<p>Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day. The specialists have a variety of expertise and education, including bachelor's degrees in communications, business and MIS. Most representatives who will serve a subscriber have worked at least two years as telephonic customer support specialists before they joined LexisNexis.</p>

- B.** RELX will provide training for new and existing subscribers at no additional cost upon request. Training can be made available via webinars or onsite, in group training session or one-on-one. Depending on training topics, sessions can last 30 minutes to an hour.
- C.** Basic ACA Workstation Training can be provided for \$495 per student and will be for a period of two weeks for 2 hours a day. This training will be online live training on product functionality and use cases.
- D.** RELX will provide free user guides in print or via electronic format when requested. User guides and search tips are also accessible online at no additional cost.

X. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with User Agency Director or Designee within ten (10) days of discovery of the problem.

- A.** Except where the State has specifically retained the right in this Agreement to make the final decision on a matter which the Contractor must accept as final, any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Contractor and the User Agency Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designated representative) of the User Agency for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties to the State of California's policies and procedures. If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.
- B.** The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Contractor shall continue with the responsibilities under this Agreement during any dispute.
- C.** Where there are conflicts, this Agreement takes precedence over the subscription agreement signed by the User Agency. Please see page 3, Order of Precedence.

XI. CANCELLATION/TERMINATION

The State may terminate this Agreement for cause and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- A.** The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract.
- B.** Contract termination or cancellation shall be effective as of the date indicated in the State's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- C.** Notwithstanding any other provision of this Agreement or of law, if at any time during the operation of this Agreement the Federal Government adopts or promulgates a policy, law or regulation prohibiting the State from entering into the contractual arrangement described in the Agreement, this Agreement shall immediately become void and of no further effect, and any sums otherwise due to the Contractor under the terms of this Agreement or by any other remedy of law for services performed under this Agreement shall be forfeited.

XII. REPORTING

- A.** Contractor shall submit quarterly invoice reports for all User Agencies to the State's Contract Administrator no later than the end of the month following the quarterly period.
- B.** Contractor shall provide a quarterly report on an Excel spreadsheet transmitted electronically to the DGS mailbox at masters@dgs.ca.gov.
- C.** Contractor shall remit a quarterly report to the Department of General Services for service performed and/or goods purchased under this Agreement. The quarterly reports shall include, but are not limited to, the following information:
 - 1. Date of each agency transaction
 - 2. User Agency name (department, agency, etc.)
 - 3. State or Local Agency
 - 4. Invoice number issued by the Contractor
 - 5. Corresponding User Agency Subscription Agreement, Purchase Order or Contract number
 - 6. Plan or option purchases
 - 7. Add-on Content
 - 8. Excluded Charges
 - 9. Type of Service or Product purchased
 - 10. List Price, Contract Price and total amount of invoice
 - 11. Local Agency Fee

The State reserves the right to request additional reporting information or to change the reporting requirements and/or format at any time without an amendment to this Agreement.

- D.** Tax must not be included in the report, even if it is on the purchase order.
- E.** Reports are due each quarter as follows:

Reporting Period	Due Date
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31

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EXHIBIT B
BUDGET DETAIL AND PAYMENT
PROVISIONS

A. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the budget act of the current fiscal year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability incurred by the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

B. INVOICES

1) Submission of Invoices

The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's Subsidiary Agreement. The information is mandatory information to be provided for all invoices:

- a) DGS MSA Contract Number
- b) User Agency Purchase Order Number
- c) User Agency Billing Code
- d) User Agency Name
- e) User Agency Address
- f) Description of services ordered (specific services purchased, tier number, total number of Eligible Persons, etc.)
- g) Appropriate pricing information, which shall not exceed rates listed in Exhibits E & F.

2) The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

C. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered and receipt of goods. The Contractor shall invoice User Agencies monthly in arrears.

D. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: Except for a successor-in-interest, this Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses relating to persons or real property accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the negligent performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation whose person or real property may be injured or damaged by Contractor in the negligent performance of this Agreement.
6. DISPUTES: Except for State's intellectual property infringement or a Security Event as defined in Section 3 "Security" of the Contractor's "LexisNexis Master Terms and Conditions", Contractor shall continue with the responsibilities under this Agreement during any dispute and the State shall continue to pay for the services delivered.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs. tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement. The Contractor shall complete the work in the time specified in this contract.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
 - bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
- Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
 - Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
 - Other Special Provisions;
 - Statement of Work, including any specifications incorporated by reference herein;
 - Cost worksheets; and
 - All other attachments incorporated in the Contract by reference.
12. **PACKING AND SHIPMENT:**
- All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - show the number of the container and the total number of containers in the shipment; and
 - the number of the container in which the packing sheet has been enclosed.
 - All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.
- 17. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.
- 18. WARRANTY:**
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.
- Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
- (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
- (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
- (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
- (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto,

but excluding any cost attributable to Deliverables or services paid or to be paid;

- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
 - Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
 - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
 - The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
- 37. RIGHTS IN WORK PRODUCT:**
- All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
 - Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
 - ~~The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.~~
 - The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
 - This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a ~~perpetual, irrevocable, royalty-free,~~ non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- The State may use the Software Products in the conduct of its own business, and any division thereof
 - The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

- 41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the

Contractor will provide all codes to the State with delivery of the Software.

- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. ~~Intellectual Property Right~~ patent or US registered copyright by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review ~~and copy any~~ records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours ~~with advance written notice~~ and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 50. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)

- be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- the assignee has not been injured thereby, or
 - the assignee declines to file a court action for the cause of action.
- 53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 55. SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 etseq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

Exhibit D: GENERAL PROVISIONS – INFORMATION TECHNOLOGY (As Modified)**63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

Attachment II
MSA 5-17-70-12 - Deliverables and Pricing

Table of Contents	Page
Exhibit E -- LexisNexis, a division of RELX Inc. Deliverables and Pricing	1
Lexis Advance Content and Solutions	1
Lexis for Microsoft Office	21
Law360	22
CourtLink	24
Distributed Media for California Correctional Facilities	25
Exhibit F -- LexisNexis Risk Solutions Deliverables and Pricing	27
List of Documents, Products and Licenses	27
Accurint Subscriptions -- Flat Rate, Per User	31
Pricing for Accurint -- Transactional, Non-Subscription User	33
Accurint for Government Price Schedule -- Flat Rate, Per User Subscription	34
Accurint for Government Plus Price Schedule -- Flat Rate, Per User Subscription	41
Accurint for Law Enforcement Price Schedule -- Flat Rate, Per User Subscription	45
Accurint for Law Enforcement Plus Price Schedule -- Flat Rate, Per User Subscription	51
Accurint for Government Price Schedule -- Transactional, Non-Subscription User	54
Accurint for Law Enforcement Price Schedule -- Transactional, Non-Subscription User	61
Batch Solutions	67
Identity Resolution and Fraud Detection	72
XML	72
Accurint Virtual Crime Center (AVCC)	76
Exhibit G -- LexisNexis, a division of RELX Inc. Contractor's Terms & Conditions	77
Terms & Conditions for Use of the Online Services	77
Lexis for Microsoft Office End User License Agreement	98
LexisNexis Prison Solutions Terms and Conditions	102
Print Sections: Terms Applicable to Print or Electronic Publications	108
Law360 - For California: User Agreement - Terms and Conditions of Use - Privacy Policy - Disclaimer	113
Exhibit H -- LexisNexis Risk Solutions Contractor's Terms & Conditions	123
LexisNexis Master Terms and Conditions (form LNMTC) -- Government (Document1)	123
Appendix 1 -- LexisNexis Master Terms and Conditions (Document 2)	128
Data Privacy Principles (Document 3)	133
LexisNexis Risk Solutions Government Application (Document 4)	136
FCRA Permissible Use Certification -- Government (Document 5)	138
Non-FCRA Permissible Use Certification -- Government (Document 6)	142
FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC) (Document 7)	147
Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC) (Document 8)	152
Accurint Virtual Crime Center Addendum (Document 10)	153

Exhibit E – LexisNexis, a division of RELX Inc. Deliverables and Pricing

Lexis Advance Content and Solutions

Pricing for access to legal content below is based on the number of “Professional Users” and “Staff Support Users”. Examples of these “Professional Users” are attorneys, judges, librarians, researchers, investigators or analysts who are employed by the User Agency. These are different from “Staff Support Users,” such as paralegals, interns, legal secretaries, law clerks, or other administrative staff. “Professional Users” and “Staff Support Users” will have the same access to legal content, but will be designated differently. Up to three IDs may be issued to Support Staff for each Professional User. Example: “One Professional User” and three “Staff Support Users” are priced as one (1) User.

Subscription prices for quantity of Professional Users (price per month, per User Agency)											
ID	Product Name	1	2	3	4	5	6-9	10	11-24	25	ea add'l 26+
Mandatory State & Federal Core Offerings - must choose one											
<u>1011566</u>	CA Enhanced w/Full Federal	\$130	\$208	\$234	\$260	\$286	\$26	\$416	\$26	\$806	\$26
<u>1011511</u>	National Primary Enhanced	\$229	\$366	\$412	\$458	\$504	\$46	\$733	\$46	\$1,420	\$46
Inter-document Linking											
<u>1000690</u>	Inter-Document Linking	\$41	\$78	\$115	\$152	\$189	\$37	\$373	\$31	\$845	\$29
State Legislative Bill Histories											
<u>1011199</u>	CA Legislative Bill History	\$14	\$22	\$25	\$28	\$31	\$3	\$45	\$3	\$87	\$3
<u>1011225</u>	Federal Legislative Bill History	\$14	\$22	\$25	\$28	\$31	\$3	\$45	\$3	\$87	\$3
Trial Court Orders											
<u>1512258</u>	Trial Court Orders - National	\$70	\$112	\$126	\$140	\$154	\$14	\$224	\$14	\$434	\$14
<u>1511803</u>	CA Trial Court Orders	\$19	\$30	\$34	\$38	\$42	\$4	\$61	\$4	\$118	\$4
Federal Administrative Materials											
<u>1012379</u>	All Premier Federal Agency & Admin Materials	\$34	\$54	\$61	\$68	\$75	\$7	\$109	\$7	\$211	\$7
<u>1011964</u>	All Federal Agency & Admin Materials	\$19	\$30	\$34	\$38	\$42	\$4	\$61	\$4	\$118	\$4
<u>1012376</u>	Premier Federal Misc. Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$2	\$32	\$2	\$62	\$2
<u>1010175</u>	Federal Core Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$2	\$32	\$2	\$62	\$2
<u>1010155</u>	Federal Banking Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$2	\$32	\$2	\$62	\$2
<u>1012370</u>	Premier Federal Banking Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$2	\$32	\$2	\$62	\$2

<u>1012371</u>	Premier Federal Energy & Utilities Law Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012249</u>	Federal Energy & Utilities Law Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010161</u>	Federal Environment Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012372</u>	Premier Federal Environment Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010165</u>	Federal Immigration Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012373</u>	Premier Federal Immigration Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010170</u>	Federal Intellectual Property Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012374</u>	Premier Federal Intellectual Property Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010172</u>	Federal Labor & Employment Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012375</u>	Premier Federal Labor & Employment Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1502507</u>	National Defense Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010178</u>	Federal Securities Agency, Admin, & SRO Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012377</u>	Premier Federal Securities Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1010182</u>	Federal Tax Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
<u>1012378</u>	Premier Federal Tax Agency & Admin Materials	\$10	\$16	\$18	\$20	\$22	\$ 2	\$32	\$2	\$62	\$2
Public Utilities Reports											
<u>1500633</u>	All Public Utilities Reports, Combined	\$85	\$136	\$153	\$170	\$187	\$17	\$272	\$17	\$527	\$17
<u>1500596</u>	CA Public Utilities Reports	\$16	\$26	\$29	\$32	\$35	\$ 3	\$51	\$3	\$99	\$3
<u>1500601</u>	Federal Public Utilities Reports	\$16	\$26	\$29	\$32	\$35	\$ 3	\$51	\$3	\$99	\$3
Public Records											
<u>1004801</u>	Core Public Records with Smartlinx Person, Business and Location Reports	\$231	\$347	\$462	\$543	\$601	\$58	\$889	\$38	\$1,460	\$16
<u>1002300</u>	Core Public Records	\$213	\$320	\$426	\$501	\$554	\$53	\$820	\$35	\$1,346	\$15
<u>1002306</u>	California Public Records plus National Person and Business Finder	\$156	\$234	\$312	\$367	\$406	\$39	\$601	\$26	\$986	\$11

1002302	Finder & Assets Public Records	\$130	\$195	\$260	\$306	\$338	\$33	\$501	\$22	\$822	\$9
1002326	California Statewide Public Records	\$105	\$158	\$210	\$247	\$273	\$26	\$404	\$17	\$664	\$7
1002301	Corporate Public Records	\$77	\$116	\$154	\$181	\$200	\$19	\$296	\$13	\$487	\$5
Briefs, Pleading, & Motions											
1010612	All Briefs, Pleadings & Motions	\$47	\$75	\$85	\$94	\$103	\$ 9	\$150	\$9	\$291	\$9
1010064	CA Briefs, Pleadings & Motions	\$25	\$40	\$45	\$50	\$55	\$ 5	\$80	\$5	\$155	\$5
Dockets											
1010134	Dockets	\$65	\$104	\$117	\$130	\$143	\$13	\$208	\$13	\$403	\$13
Jury Instructions											
1011675	All Jury Instructions	\$137	\$206	\$219	\$233	\$247	\$14	\$315	\$14	\$521	\$14
1011402	CA Jury Instructions	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
1011415	Employment Litigation Jury Instructions	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
1010171	Federal Jury Instruction Filings	\$26	\$39	\$42	\$44	\$47	\$ 3	\$60	\$3	\$99	\$3
VSA & Profile Suite											
1511597	VSA & Litigation Profile Suite Bundle	\$315	\$529	\$665	\$769	\$851	\$69	\$1,197	\$69	\$2,237	\$69
1500456	Litigation Profile Suite with Jury Verdicts & Settlements, Expert Witness materials, and ALM judicial Profiles	\$277	\$473	\$588	\$673	\$735	\$62	\$1,045	\$62	\$1,972	\$62
1000351	Verdict Settlement Analyzer (VSA) with Verdicts & Settlements – National	\$104	\$162	\$194	\$227	\$259	\$21	\$363	\$21	\$675	\$21
MedMal Navigator ala carte											
1000355	MedMal Navigator – Medical Litigator (Only available in select states)	\$560	\$784	\$1,008	\$1,232	\$1,456	\$224	\$2,576	\$56	\$3,416	\$56
1000354	MedMal Navigator - Research Medical Issues Bundle	\$391	\$547	\$704	\$860	\$1,017	\$156	\$1,799	\$39	\$2,385	\$39
MedMal Navigator, VSA, and Profile Suite Bundles											
1511600	MedMal Navigator Medical Litigator plus Litigation Profile Suite & VSA (only available in select states)	\$652	\$1,004	\$1,245	\$1,460	\$1,663	\$189	\$2,608	\$111	\$4,271	\$ 111
1511598	MedMal Navigator Research Medical Issues plus VSA & Expert Profiles Bundle	\$536	\$825	\$1,024	\$1,201	\$1,367	\$155	\$2,144	\$91	\$3,511	\$91
1511599	MedMal Navigator Medical Litigator plus Expert Witness Profiles Bundle (only available in select states)	\$533	\$821	\$1,018	\$1,194	\$1,359	\$155	\$2,132	\$91	\$3,491	\$91
Scientific & Medical											
1012392	Medical References - Premium Library	\$458	\$687	\$733	\$779	\$824	\$46	\$1,053	\$46	\$1,740	\$46
1011802	Scientific Publications	\$152	\$228	\$243	\$258	\$274	\$15	\$350	\$15	\$578	\$15
1011842	Medical References	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3

1011482	Scientist Directories	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1502566	Courtroom Medicine Series	\$307	\$461	\$491	\$522	\$553	\$31	\$706	\$31	\$1,167	\$31
1011190	Attorney's Textbook of Medicine	\$118	\$177	\$189	\$201	\$212	\$12	\$271	\$12	\$448	\$12
Jury Verdicts & Settlements											
1010609	Verdicts & Settlements – National	\$65	\$104	\$117	\$130	\$143	\$13	\$208	\$13	\$403	\$13
1010070	CA Verdicts & Settlements	\$34	\$54	\$61	\$68	\$75	\$ 7	\$109	\$7	\$211	\$7
Law Reviews											
1010857	All Law Reviews	\$24	\$36	\$38	\$41	\$43	\$ 2	\$55	\$2	\$91	\$2
1010475	Specialized Law Reviews	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
1010107	Core Law Reviews	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
News											
1010611	News with Factiva	\$64	\$102	\$115	\$128	\$141	\$13	\$205	\$13	\$397	\$13
1010610	News	\$32	\$51	\$58	\$64	\$70	\$ 6	\$102	\$6	\$198	\$6
Legal News											
1011955	All Tax Analysts Legal News	\$186	\$279	\$298	\$316	\$335	\$19	\$428	\$19	\$707	\$19
1011823	Legal News	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
1010020	ALM News, Magazines, Newsletters & Blogs	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
50 State Surveys, Legislation & Regulations											
1011988	50 State Surveys, Legislation & Regulations	\$32	\$51	\$58	\$64	\$70	\$ 6	\$102	\$6	\$198	\$6
1509668	CA Civil Litigation Core	\$206	\$309	\$330	\$350	\$371	\$21	\$474	\$21	\$783	\$21
Mealey's											
1011682	Mealey's News Premium Content	\$1,119	\$1,679	\$1,790	\$1,902	\$2,014	\$112	\$2,574	\$112	\$4,252	\$ 112
1011684	All Mealey's Torts & Insurance Reports	\$1,088	\$1,632	\$1,741	\$1,850	\$1,958	\$109	\$2,502	\$109	\$4,134	\$ 109
1011683	All Mealey's Torts Reports	\$761	\$1,142	\$1,218	\$1,294	\$1,370	\$76	\$1,750	\$76	\$2,892	\$76
1517599	Mealey's Franchise Law Report	\$32	\$48	\$51	\$54	\$58	\$ 3	\$74	\$3	\$122	\$3
1011835	Mealey's Insurance Reports	\$683	\$1,025	\$1,093	\$1,161	\$1,229	\$68	\$1,571	\$68	\$2,595	\$68
1011841	Mealey's Toxic Tort and Environmental Reports	\$527	\$791	\$843	\$896	\$949	\$53	\$1,212	\$53	\$2,003	\$53
1011838	Mealey's Litigation Procedure Reports	\$247	\$371	\$395	\$420	\$445	\$25	\$568	\$25	\$939	\$25
1011836	Mealey's Intellectual Property Reports	\$239	\$359	\$382	\$406	\$430	\$24	\$550	\$24	\$908	\$24
1011831	Mealey's Asbestos Reports	\$204	\$306	\$326	\$347	\$367	\$20	\$469	\$20	\$775	\$20
1011839	Mealey's Personal Injury and Product Liability Reports	\$156	\$234	\$250	\$265	\$281	\$16	\$359	\$16	\$593	\$16
1011837	Mealey's Labor and Employment Reports	\$90	\$135	\$144	\$153	\$162	\$ 9	\$207	\$9	\$342	\$9
1011834	Mealey's Health Law Reports	\$88	\$132	\$141	\$150	\$158	\$ 9	\$202	\$9	\$334	\$9

1011832	Mealey's Banking and Financial Reports	\$77	\$116	\$123	\$131	\$139	\$ 8	\$177	\$8	\$293	\$8
1011833	Mealey's Bankruptcy Reports	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1502506	Mealey's Fracking Report	\$53	\$80	\$85	\$90	\$95	\$ 5	\$122	\$5	\$201	\$5
1011830	Mealey's Antitrust and Unfair Competition Reports	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
1011840	Mealey's Securities and D&O Liability Reports	\$45	\$68	\$72	\$77	\$81	\$ 4	\$104	\$5	\$171	\$4
1504009	Mealey's Affordable Care Act Report	\$33	\$50	\$53	\$56	\$59	\$ 3	\$76	\$3	\$125	\$3
1510092	Mealey's Water Rights Report	\$32	\$48	\$51	\$54	\$58	\$ 3	\$74	\$3	\$122	\$3
1511870	Mealey's Native American Law Report	\$32	\$48	\$51	\$54	\$58	\$ 3	\$74	\$3	\$122	\$3
1513358	Mealey's Data Privacy Report	\$30	\$45	\$48	\$51	\$54	\$ 3	\$69	\$3	\$114	\$3
Directories											
1011674	All Directories	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
Company & Financial											
1011804	All Company & Financial	\$64	\$96	\$102	\$109	\$115	\$ 6	\$147	\$6	\$243	\$6
1011862	SEC Filings	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
West titles (may not be sold to User Agencies with less than 11 attys; may not be sold to law libraries or bar associations)											
1011516	All West Jurisprudences Library	\$215	\$323	\$344	\$366	\$387	\$21	\$495	\$22	\$817	\$21
1011970	ALR & AMJUR Library	\$162	\$243	\$259	\$275	\$292	\$16	\$373	\$16	\$616	\$16
1011517	All Witkin Library	\$47	\$71	\$75	\$80	\$85	\$ 5	\$108	\$5	\$179	\$5
1011386	American Jurisprudence	\$108	\$162	\$173	\$184	\$194	\$11	\$248	\$11	\$410	\$11
1011389	American Law Reports (ALR)	\$108	\$162	\$173	\$184	\$194	\$11	\$248	\$11	\$410	\$11
1011401	CA Jurisprudence	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1011508	Witkin Summary of California Law	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
1011505	Witkin & Epstein California Criminal Law	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3
1011507	Witkin California Procedure	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
1011506	Witkin California Evidence	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
LexisNexis Forms											
1011954	All LexisNexis Forms	\$253	\$380	\$405	\$430	\$455	\$25	\$582	\$25	\$961	\$25
1011945	CA LexisNexis Forms	\$104	\$156	\$166	\$177	\$187	\$10	\$239	\$10	\$395	\$10
Secondary Materials - City Attorney and Prosecutor offerings											
1011966	City Attorney Premium Library	\$313	\$470	\$501	\$532	\$563	\$31	\$720	\$31	\$1,189	\$31
1011969	Prosecutor Premium Library	\$257	\$386	\$411	\$437	\$463	\$26	\$591	\$26	\$977	\$26
1011967	City Attorney Enhanced Library	\$182	\$273	\$291	\$309	\$328	\$18	\$419	\$18	\$692	\$18
1011968	City Attorney Basic Library	\$101	\$152	\$162	\$172	\$182	\$10	\$232	\$10	\$384	\$10
Secondary Materials - Federal & National											

1012260	All Matthew Bender Library - National	\$1,151	\$1,727	\$1,842	\$1,957	\$2,072	\$115	\$2,647	\$115	\$4,374	\$ 115
1011995	All Matthew Bender Library - 50 States	\$744	\$1,116	\$1,190	\$1,265	\$1,339	\$74	\$1,711	\$74	\$2,827	\$74
1011526	Forms and Agreements Premium Library	\$379	\$569	\$606	\$644	\$682	\$38	\$872	\$38	\$1,440	\$38
1011512	All ALM Treatises Library	\$328	\$492	\$525	\$558	\$590	\$33	\$754	\$33	\$1,246	\$33
1011667	ALL CLE Library	\$173	\$260	\$277	\$294	\$311	\$17	\$398	\$17	\$657	\$17
1010858	All Emerging Issues Analysis	\$126	\$189	\$202	\$214	\$227	\$13	\$290	\$13	\$479	\$13
1011525	Forms and Agreements Essentials Library	\$113	\$170	\$181	\$192	\$203	\$11	\$260	\$11	\$429	\$11
1011532	Products Liability & Torts Premium Library	\$526	\$789	\$842	\$894	\$947	\$53	\$1,210	\$53	\$1,999	\$53
1011538	Torts Library	\$507	\$761	\$811	\$862	\$913	\$51	\$1,166	\$51	\$1,927	\$51
1011971	Personal Injury Library	\$496	\$744	\$794	\$843	\$893	\$50	\$1,141	\$50	\$1,885	\$50
1010622	Intellectual Property Library	\$492	\$738	\$787	\$836	\$886	\$49	\$1,132	\$49	\$1,870	\$49
1011349	International Law Library	\$477	\$716	\$763	\$811	\$859	\$48	\$1,097	\$48	\$1,813	\$48
1011536	Tax Law Library	\$361	\$542	\$578	\$614	\$650	\$36	\$830	\$36	\$1,372	\$36
1010657	Federal Deluxe Library	\$357	\$536	\$571	\$607	\$643	\$36	\$821	\$36	\$1,357	\$36
1010655	Federal Procedure & Practice Library	\$335	\$503	\$536	\$570	\$603	\$33	\$771	\$34	\$1,273	\$33
1011523	Energy & Utilities Library	\$335	\$503	\$536	\$570	\$603	\$33	\$771	\$34	\$1,273	\$33
1010643	Bankruptcy Library	\$322	\$483	\$515	\$547	\$580	\$32	\$741	\$32	\$1,224	\$32
1010635	Real Estate Premium Library	\$301	\$452	\$482	\$512	\$542	\$30	\$692	\$30	\$1,144	\$30
1010620	Labor & Employment Law Library	\$290	\$435	\$464	\$493	\$522	\$29	\$667	\$29	\$1,102	\$29
1011533	Securities Law Library	\$280	\$420	\$448	\$476	\$504	\$28	\$644	\$28	\$1,064	\$28
1010642	Commercial Bankruptcy Library	\$276	\$414	\$442	\$469	\$497	\$28	\$635	\$28	\$1,049	\$28
1011518	Antitrust & Trade Library	\$276	\$414	\$442	\$469	\$497	\$28	\$635	\$28	\$1,049	\$28
1011519	Business & Corporate Law Library	\$276	\$414	\$442	\$469	\$497	\$28	\$635	\$28	\$1,049	\$28
1011521	Computer & Internet Law Library	\$274	\$411	\$438	\$466	\$493	\$27	\$630	\$27	\$1,041	\$27
1011513	Corporate Legal General Practice Library	\$269	\$404	\$430	\$457	\$484	\$27	\$619	\$27	\$1,022	\$27
1010626	Criminal Law Library	\$266	\$399	\$426	\$452	\$479	\$27	\$612	\$27	\$1,011	\$27
1010640	Consumer Bankruptcy Library	\$264	\$396	\$422	\$449	\$475	\$26	\$607	\$26	\$1,003	\$26
1010636	Real Estate Enhanced Library	\$256	\$384	\$410	\$435	\$461	\$26	\$589	\$26	\$973	\$26
1010619	Banking Library	\$254	\$381	\$406	\$432	\$457	\$25	\$584	\$25	\$965	\$25
1010624	Patent Litigation Library	\$251	\$377	\$402	\$427	\$452	\$25	\$577	\$25	\$954	\$25
1010862	Estates Premium Library	\$234	\$351	\$374	\$398	\$421	\$23	\$538	\$23	\$889	\$23
1011530	Mergers & Acquisitions Law Library	\$231	\$347	\$370	\$393	\$416	\$23	\$531	\$23	\$878	\$23
1010861	Estates Enhanced Library	\$226	\$339	\$362	\$384	\$407	\$23	\$520	\$23	\$859	\$23
1010617	Commercial Law Library	\$216	\$324	\$346	\$367	\$389	\$22	\$497	\$22	\$821	\$22
1011531	Products Liability Library	\$207	\$311	\$331	\$352	\$373	\$21	\$476	\$21	\$787	\$21
1010628	Family Law Library	\$185	\$278	\$296	\$315	\$333	\$18	\$426	\$19	\$703	\$18

1011529	Insurance Law Library	\$171	\$257	\$274	\$291	\$308	\$17	\$393	\$17	\$650	\$17
1011527	Healthcare Law Library	\$153	\$230	\$245	\$260	\$275	\$15	\$352	\$15	\$581	\$15
1010656	Federal Evidence Library	\$152	\$228	\$243	\$258	\$274	\$15	\$350	\$15	\$578	\$15
1010644	Appleman Premium Library	\$139	\$209	\$222	\$236	\$250	\$14	\$320	\$14	\$528	\$14
1011528	Immigration Law Library	\$132	\$198	\$211	\$224	\$238	\$13	\$304	\$13	\$502	\$13
1011515	Accounting Library	\$127	\$191	\$203	\$216	\$229	\$13	\$292	\$13	\$483	\$13
1011524	Environmental Law Library	\$126	\$189	\$202	\$214	\$227	\$13	\$290	\$13	\$479	\$13
1010623	Trademark Law Library	\$113	\$170	\$181	\$192	\$203	\$11	\$260	\$11	\$429	\$11
1010621	Employment Litigation Library	\$108	\$162	\$173	\$184	\$194	\$11	\$248	\$11	\$410	\$11
1011522	Elder Law Library	\$82	\$123	\$131	\$139	\$148	\$ 8	\$189	\$8	\$312	\$8
1011520	Civil Rights Law Library	\$75	\$113	\$120	\$128	\$135	\$ 7	\$173	\$8	\$285	\$7
1011534	Taxation of Business Entities Library	\$70	\$105	\$112	\$119	\$126	\$ 7	\$161	\$7	\$266	\$7
1508872	Lexis Advance® Tax with Essential Content	\$528	\$792	\$845	\$898	\$950	\$53	\$1,214	\$53	\$2,006	\$53
1517244	Corporate Technology Planning Analytical	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1011872	US Supreme Court Cases, Comments and Annotations	\$54	\$81	\$86	\$92	\$97	\$ 5	\$124	\$5	\$205	\$5
1011387	American Law Institute Restatements	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3
1011370	ALM Education Law	\$26	\$39	\$42	\$44	\$47	\$ 3	\$60	\$3	\$99	\$3
1011962	Municipal Litigation Reporter	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
1011363	ALI-ABA Course of Study Materials	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011814	Dictionaries	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011956	The Law of Advertising, Marketing and Promotions	\$13	\$20	\$21	\$22	\$23	\$ 1	\$30	\$1	\$49	\$1
1010021	American Bar Association Analytical	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1511610	Federal and State Court Orders	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011456	Newsgathering and the Law	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012028	LexisNexis IP Law & Strategy Series	\$264	\$396	\$422	\$449	\$475	\$26	\$607	\$26	\$1,003	\$26
1011220	Energy and Utilities Law Analytical	\$255	\$383	\$408	\$434	\$459	\$25	\$587	\$26	\$969	\$25
1010456	International Tax Law Analytical	\$228	\$342	\$365	\$388	\$410	\$23	\$524	\$23	\$866	\$23
1010099	Collier on Bankruptcy	\$184	\$276	\$294	\$313	\$331	\$18	\$423	\$18	\$699	\$18
1010336	Moore's Federal Practice - Civil	\$184	\$276	\$294	\$313	\$331	\$18	\$423	\$18	\$699	\$18
1512260	Royalty Rates for IP Licensing	\$181	\$272	\$290	\$308	\$326	\$18	\$416	\$18	\$688	\$18
1010051	Bender's Federal Practice Forms	\$164	\$246	\$262	\$279	\$295	\$16	\$377	\$16	\$623	\$16
1010442	Personal Injury: Actions, Defenses, Damages	\$157	\$236	\$251	\$267	\$283	\$16	\$361	\$16	\$597	\$16
1510077	Getting the Deal Through: Banking	\$155	\$233	\$248	\$264	\$279	\$16	\$357	\$16	\$589	\$15
1510074	Getting the Deal Through: Business & Corporate	\$155	\$233	\$248	\$264	\$279	\$16	\$357	\$16	\$589	\$15

<u>1010057</u>	Benedict on Admiralty	\$152	\$228	\$243	\$258	\$274	\$15	\$350	\$15	\$578	\$15
<u>1010437</u>	Patent Litigation Analytical	\$148	\$222	\$237	\$252	\$266	\$15	\$340	\$15	\$562	\$15
<u>1010087</u>	Chisum on Patents	\$144	\$216	\$230	\$245	\$259	\$14	\$331	\$14	\$547	\$14
<u>1010268</u>	Labor and Employment Law Analytical	\$142	\$213	\$227	\$241	\$256	\$14	\$327	\$14	\$540	\$14
<u>1011421</u>	Federal Securities Analytical	\$140	\$210	\$224	\$238	\$252	\$14	\$322	\$14	\$532	\$14
<u>1010391</u>	Nichols on Eminent Domain	\$140	\$210	\$224	\$238	\$252	\$14	\$322	\$14	\$532	\$14
<u>1010449</u>	Frumer & Friedman, Products Liability	\$137	\$206	\$219	\$233	\$247	\$14	\$315	\$14	\$521	\$14
<u>1010471</u>	Criminal Practice and Procedure Analytical	\$136	\$204	\$218	\$231	\$245	\$14	\$313	\$14	\$517	\$14
<u>1010471</u>	Criminal Practice and Procedure Analytical	\$136	\$204	\$218	\$231	\$245	\$14	\$313	\$14	\$517	\$14
<u>1010061</u>	Business Organizations with Tax Planning	\$136	\$204	\$218	\$231	\$245	\$14	\$313	\$14	\$517	\$14
<u>1010033</u>	Antitrust Laws and Trade Regulation Analytical	\$135	\$203	\$216	\$230	\$243	\$14	\$311	\$14	\$513	\$13
<u>1010450</u>	Purchase and Sale of Real Property Analytical	\$133	\$200	\$213	\$226	\$239	\$13	\$306	\$13	\$505	\$13
<u>1010153</u>	Federal Antitrust Law Analytical	\$130	\$195	\$208	\$221	\$234	\$13	\$299	\$13	\$494	\$13
<u>1011365</u>	ALM Business & Corporate Law Analytical	\$128	\$192	\$205	\$218	\$230	\$13	\$294	\$13	\$486	\$13
<u>1011361</u>	Agricultural Law	\$125	\$188	\$200	\$213	\$225	\$13	\$288	\$13	\$475	\$12
<u>1011670</u>	Art of Advocacy Analytical	\$125	\$188	\$200	\$213	\$225	\$13	\$288	\$13	\$475	\$12
<u>1510076</u>	Getting the Deal Through: Antitrust	\$124	\$186	\$198	\$211	\$223	\$12	\$285	\$12	\$471	\$12
<u>1010152</u>	Family Law Analytical	\$121	\$182	\$194	\$206	\$218	\$12	\$278	\$12	\$460	\$12
<u>1010271</u>	Larson's Workers' Compensation Law	\$121	\$182	\$194	\$206	\$218	\$12	\$278	\$12	\$460	\$12
<u>1010047</u>	Banking Law	\$120	\$180	\$192	\$204	\$216	\$12	\$276	\$12	\$456	\$12
<u>1011380</u>	ALM Mergers & Acquisitions Law Analytical	\$120	\$180	\$192	\$204	\$216	\$12	\$276	\$12	\$456	\$12
<u>1011825</u>	Lexis Tax Advisor- Federal Topical	\$119	\$179	\$190	\$202	\$214	\$12	\$274	\$12	\$452	\$12
<u>1010004</u>	Zoning and Land Use Controls Analytical	\$119	\$179	\$190	\$202	\$214	\$12	\$274	\$12	\$452	\$12
<u>1011376</u>	ALM Intellectual Property Analytical	\$118	\$177	\$189	\$201	\$212	\$12	\$271	\$12	\$448	\$12
<u>1010443</u>	Powell on Real Property	\$110	\$165	\$176	\$187	\$198	\$11	\$253	\$11	\$418	\$11
<u>1010533</u>	Weinstein's Federal Evidence	\$108	\$162	\$173	\$184	\$194	\$11	\$248	\$11	\$410	\$11
<u>1011470</u>	Patent Office Rules and Practice	\$107	\$161	\$171	\$182	\$193	\$11	\$246	\$11	\$407	\$11
<u>1010500</u>	UCC Reporter - Digest	\$107	\$161	\$171	\$182	\$193	\$11	\$246	\$11	\$407	\$11
<u>1011234</u>	Health Care Law and Practice Analytical	\$106	\$159	\$170	\$180	\$191	\$11	\$244	\$11	\$403	\$11
<u>1011397</u>	Business Crime Analytical	\$106	\$159	\$170	\$180	\$191	\$11	\$244	\$11	\$403	\$11
<u>1010164</u>	Federal Criminal Practice and Procedure Analytical	\$105	\$158	\$168	\$179	\$189	\$11	\$242	\$11	\$399	\$10
<u>1010111</u>	Criminal Defense Techniques	\$104	\$156	\$166	\$177	\$187	\$10	\$239	\$10	\$395	\$10
<u>1010453</u>	Real Estate Financing Analytical	\$102	\$153	\$163	\$173	\$184	\$10	\$235	\$10	\$388	\$10
<u>1010109</u>	Corporate Law Analytical	\$101	\$152	\$162	\$172	\$182	\$10	\$232	\$10	\$384	\$10

<u>1010054</u>	Bender's Forms of Discovery Interrogatories	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
<u>1010130</u>	Debtor-Creditor Law	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
<u>1011368</u>	ALM Computer & Internet Law Analytical	\$99	\$149	\$158	\$168	\$178	\$10	\$228	\$10	\$376	\$10
<u>1011485</u>	Tax Practice Insights	\$98	\$147	\$157	\$167	\$176	\$10	\$225	\$10	\$372	\$10
<u>1011175</u>	Accounting Analytical	\$97	\$146	\$155	\$165	\$175	\$10	\$223	\$10	\$369	\$10
<u>1011472</u>	Proving Medical Diagnosis & Prognosis	\$94	\$141	\$150	\$160	\$169	\$9	\$216	\$9	\$357	\$9
<u>1010104</u>	Construction Law	\$93	\$140	\$149	\$158	\$167	\$9	\$214	\$9	\$353	\$9
<u>1011364</u>	ALM Antitrust & Trade Law Analytical	\$91	\$137	\$146	\$155	\$164	\$9	\$209	\$9	\$346	\$9
<u>1011378</u>	ALM Labor & Employment Law Analytical	\$90	\$135	\$144	\$153	\$162	\$9	\$207	\$9	\$342	\$9
<u>1010212</u>	Government Contracts: Law, Administration and Procedures	\$88	\$132	\$141	\$150	\$158	\$9	\$202	\$9	\$334	\$9
<u>1010451</u>	Rabkin & Johnson Current Legal Forms with Tax Analysis	\$86	\$129	\$138	\$146	\$155	\$9	\$198	\$9	\$327	\$9
<u>1010095</u>	Collier Bankruptcy Practice Guide	\$85	\$128	\$136	\$145	\$153	\$8	\$196	\$9	\$323	\$8
<u>1010098</u>	Collier Commercial Bankruptcy Analytical	\$85	\$128	\$136	\$145	\$153	\$8	\$196	\$9	\$323	\$8
<u>1010007</u>	Administrative Law	\$82	\$123	\$131	\$139	\$148	\$8	\$189	\$8	\$312	\$8
<u>1011313</u>	Professional Corporations & Associations	\$81	\$122	\$130	\$138	\$146	\$8	\$186	\$8	\$308	\$8
<u>1010270</u>	Larson's Employment Discrimination Analytical	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
<u>1010272</u>	New Appleman Law of Liability Insurance	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
<u>1010034</u>	New Appleman on Insurance Law Library Analytical	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
<u>1011812</u>	Courtroom Toxicology	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
<u>1010120</u>	Damages in Tort Actions	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
<u>1011239</u>	Immigration Analytical	\$78	\$117	\$125	\$133	\$140	\$8	\$179	\$8	\$296	\$8
<u>1010103</u>	Condominium Law and Practice: Forms	\$78	\$117	\$125	\$133	\$140	\$8	\$179	\$8	\$296	\$8
<u>1010563</u>	Gordon, Mailman & Yale-Loehr Immigration Law and Procedure + Expediter	\$77	\$116	\$123	\$131	\$139	\$8	\$177	\$8	\$293	\$8
<u>1011384</u>	ALM Securities Analytical	\$77	\$116	\$123	\$131	\$139	\$8	\$177	\$8	\$293	\$8
<u>1510075</u>	Getting the Deal Through: Transportation	\$77	\$116	\$123	\$131	\$139	\$8	\$177	\$8	\$293	\$8
<u>1011302</u>	Oil & Gas Reporter	\$77	\$116	\$123	\$131	\$139	\$8	\$177	\$8	\$293	\$8
<u>1011686</u>	ALM Civil Procedure	\$76	\$114	\$122	\$129	\$137	\$8	\$175	\$8	\$289	\$8
<u>1010392</u>	Nimmer on Copyright	\$73	\$110	\$117	\$124	\$131	\$7	\$168	\$7	\$277	\$7
<u>1011381</u>	ALM Private Equity/Venture Capital Analytical	\$73	\$110	\$117	\$124	\$131	\$7	\$168	\$7	\$277	\$7
<u>1010472</u>	Securities Law Techniques	\$71	\$107	\$114	\$121	\$128	\$7	\$163	\$7	\$270	\$7

Benefits Review Board Longshore Reporter - Statutes & Regs.											
1502560		\$71	\$107	\$114	\$121	\$128	\$ 7	\$163	\$7	\$270	\$7
1011230	Forms & Procedures Under the UCC	\$70	\$105	\$112	\$119	\$126	\$ 7	\$161	\$7	\$266	\$7
1010060	Business Law Monographs	\$70	\$105	\$112	\$119	\$126	\$ 7	\$161	\$7	\$266	\$7
1011867	Tax Analysts Tax Notes Today & Weekly	\$68	\$102	\$109	\$116	\$122	\$ 7	\$156	\$7	\$258	\$7
1011866	Tax Analysts State Tax Today & Weekly	\$68	\$102	\$109	\$116	\$122	\$ 7	\$156	\$7	\$258	\$7
1011369	ALM Criminal Law & Procedure Analytical	\$68	\$102	\$109	\$116	\$122	\$ 7	\$156	\$7	\$258	\$7
1011409	Criminal Law Advocacy	\$67	\$101	\$107	\$114	\$121	\$ 7	\$154	\$7	\$255	\$7
1011444	Lawyers' Guide to Medical Proof	\$67	\$101	\$107	\$114	\$121	\$ 7	\$154	\$7	\$255	\$7
1011379	ALM Law Firm Management Analytical	\$66	\$99	\$106	\$112	\$119	\$ 7	\$152	\$7	\$251	\$7
1011492	Thompson on Real Property	\$66	\$99	\$106	\$112	\$119	\$ 7	\$152	\$7	\$251	\$7
1010049	Bankruptcy Law Emerging Issues	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1010169	Federal Income, Gift and Estate Taxation	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1011312	Products Liability Practice Guide	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1011687	ALM Health Care Law Analytical	\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
Secured Transactions Under the Uniform Commercial Code											
1010501		\$65	\$98	\$104	\$111	\$117	\$ 6	\$150	\$7	\$247	\$6
1011375	ALM Insurance Law Analytical	\$64	\$96	\$102	\$109	\$115	\$ 6	\$147	\$6	\$243	\$6
1010108	Corporate Acquisitions and Mergers	\$64	\$96	\$102	\$109	\$115	\$ 6	\$147	\$6	\$243	\$6
1011382	ALM Products Liability Analytical	\$64	\$96	\$102	\$109	\$115	\$ 6	\$147	\$6	\$243	\$6
1011689	ALM Real Property Law Analytical	\$63	\$95	\$101	\$107	\$113	\$ 6	\$145	\$6	\$239	\$6
1010323	Milgrim on Trade Secrets	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1010493	Trust Practice Analytical	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1010086	Child Custody Law & Practice Analytical	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1510078	Getting the Deal Through: Arbitration	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1510081	Getting the Deal Through: IP	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1510085	Getting the Deal Through: Energy	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1011494	Treatise on Environmental Law	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1011280	National Banking Law Analytical	\$62	\$93	\$99	\$105	\$112	\$ 6	\$143	\$6	\$236	\$6
1011490	The Law of Advertising	\$61	\$92	\$98	\$104	\$110	\$ 6	\$140	\$6	\$232	\$6
1010005	Kuntz, Law of Oil and Gas	\$61	\$92	\$98	\$104	\$110	\$ 6	\$140	\$6	\$232	\$6
1011184	Antieau on Local Government Law	\$61	\$92	\$98	\$104	\$110	\$ 6	\$140	\$6	\$232	\$6
1011824	Lexis Internal Revenue Code Explanations	\$59	\$89	\$94	\$100	\$106	\$ 6	\$136	\$6	\$224	\$6
Federal Income Taxation of Inventories											
1010168	Analytical	\$59	\$89	\$94	\$100	\$106	\$ 6	\$136	\$6	\$224	\$6
1502293	Veterans Analytical	\$59	\$89	\$118	\$148	\$177	\$30	\$325	\$29	\$767	\$30
1011371	ALM Environmental Law Analytical	\$59	\$89	\$94	\$100	\$106	\$ 6	\$136	\$6	\$224	\$6
1011372	ALM Estate Planning Analytical	\$59	\$89	\$94	\$100	\$106	\$ 6	\$136	\$6	\$224	\$6

<u>1010088</u>	Civil Rights Actions	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1010273</u>	Law of the Internet	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1011222</u>	Environmental Law Analytical	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1011426</u>	Franchising	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1011959</u>	ALM Banking Law Analytical	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1011373</u>	ALM Family Law Analytical	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1011498</u>	Unclaimed Property Law and Reporting Forms	\$58	\$87	\$93	\$99	\$104	\$ 6	\$ 6	\$133	\$6	\$220	\$6
<u>1010209</u>	Gilson on Trademarks	\$56	\$84	\$90	\$95	\$101	\$ 6	\$ 6	\$129	\$6	\$213	\$6
<u>1010364</u>	UCC Article 9 Analytical	\$56	\$84	\$90	\$95	\$101	\$ 6	\$ 6	\$129	\$6	\$213	\$6
<u>1011367</u>	ALM Commercial Law (UCC) Analytical	\$56	\$84	\$90	\$95	\$101	\$ 6	\$ 6	\$129	\$6	\$213	\$6
<u>1011207</u>	Comparative Negligence Law Analytical	\$56	\$84	\$90	\$95	\$101	\$ 6	\$ 6	\$129	\$6	\$213	\$6
<u>1010248</u>	Intellectual Property Counseling and Litigation	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1010186</u>	Federal Trial and Evidence Analytical	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1010141</u>	Entertainment Industry Contracts	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1011195</u>	Blue Sky Regulation	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1011320</u>	Smit & Herzog on the Law of the European Union	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1010150</u>	Family Law - Marital Property Analytical	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1010055</u>	Bender's Forms of Discovery Treatise	\$55	\$83	\$88	\$94	\$99	\$ 5	\$ 5	\$127	\$6	\$209	\$5
<u>1010173</u>	Federal Litigation Guide	\$54	\$81	\$86	\$92	\$97	\$ 5	\$ 5	\$124	\$5	\$205	\$5
<u>1011691</u>	ALM Tax Law Analytical	\$54	\$81	\$86	\$92	\$97	\$ 5	\$ 5	\$124	\$5	\$205	\$5
<u>1010211</u>	Goods in Transit	\$54	\$81	\$86	\$92	\$97	\$ 5	\$ 5	\$124	\$5	\$205	\$5
<u>1011290</u>	No Fault and Uninsured Motorist Automobile Insurance	\$54	\$81	\$86	\$92	\$97	\$ 5	\$ 5	\$124	\$5	\$205	\$5
<u>1010337</u>	Moore's Federal Practice - Criminal	\$53	\$80	\$85	\$90	\$95	\$ 5	\$ 5	\$122	\$5	\$201	\$5
<u>1010478</u>	Tax Planning for Corporations & Entities Analytical	\$53	\$80	\$85	\$90	\$95	\$ 5	\$ 5	\$122	\$5	\$201	\$5
<u>1511859</u>	NITA Analytical	\$53	\$80	\$85	\$90	\$95	\$ 5	\$ 5	\$122	\$5	\$201	\$5
<u>1010527</u>	Warren's Forms of Agreements	\$52	\$78	\$83	\$88	\$94	\$ 5	\$ 5	\$120	\$5	\$198	\$5
<u>1011185</u>	Antitrust Counseling and Litigation Techniques	\$51	\$77	\$82	\$87	\$92	\$ 5	\$ 5	\$117	\$5	\$194	\$5
<u>1010119</u>	Current Leasing Law and Techniques: Forms	\$51	\$77	\$82	\$87	\$92	\$ 5	\$ 5	\$117	\$5	\$194	\$5
<u>1011206</u>	Commercial Finance Analytical	\$50	\$75	\$80	\$85	\$90	\$ 5	\$ 5	\$115	\$5	\$190	\$5
<u>1010448</u>	Premises Liability Law and Practice Analytical	\$50	\$75	\$80	\$85	\$90	\$ 5	\$ 5	\$115	\$5	\$190	\$5

<u>1011477</u>	Responsibilities of Insurance Agents and Brokers	\$50	\$75	\$80	\$85	\$90	\$5	\$115	\$5	\$190	\$5
<u>1011213</u>	Defense of Drunk Driving Cases: Criminal - Civil	\$49	\$74	\$78	\$83	\$88	\$ 5	\$113	\$5	\$186	\$5
<u>1011863</u>	Tax Analysts Exempt Organizations	\$47	\$71	\$75	\$80	\$85	\$ 5	\$108	\$5	\$179	\$5
<u>1010142</u>	Environmental Law Practice Guide	\$47	\$71	\$75	\$80	\$85	\$ 5	\$108	\$5	\$179	\$5
<u>1511863</u>	Manual of Federal Practice	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1012005</u>	ALM Communications Law Analytical	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1011453</u>	Military Criminal Justice Analytical	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1511862</u>	Law of Tax-Exempt Organizations	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1510086</u>	Getting the Deal Through: Governments	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1510088</u>	Getting the Deal Through: L&E	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1510073</u>	Getting the Deal Through: M&A	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1011305</u>	OSHA Analytical	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1011324</u>	The Law of Hazardous Waste	\$46	\$69	\$74	\$78	\$83	\$ 5	\$106	\$5	\$175	\$5
<u>1011407</u>	Court Awarded Attorney Fees	\$45	\$68	\$72	\$77	\$81	\$ 4	\$104	\$5	\$171	\$4
<u>1010096</u>	Collier Consumer Bankruptcy Analytical	\$44	\$66	\$70	\$75	\$79	\$ 4	\$101	\$4	\$167	\$4
<u>1010050</u>	Baxter World Patent Law	\$44	\$66	\$70	\$75	\$79	\$ 4	\$101	\$4	\$167	\$4
<u>1011204</u>	Commercial and Consumer Warranties- Drafting, Performing & Litigating	\$44	\$66	\$70	\$75	\$79	\$ 4	\$101	\$4	\$167	\$4
<u>1011406</u>	Computer Contracts	\$44	\$66	\$70	\$75	\$79	\$ 4	\$101	\$4	\$167	\$4
<u>1011960</u>	ALM Torts	\$44	\$66	\$70	\$75	\$79	\$ 4	\$101	\$4	\$167	\$4
<u>1011343</u>	World Trademark Law and Practice	\$43	\$65	\$69	\$73	\$77	\$ 4	\$99	\$4	\$163	\$4
<u>1011186</u>	Antitrust Laws and Trade Regulation: Desk Edition	\$43	\$65	\$69	\$73	\$77	\$ 4	\$99	\$4	\$163	\$4
<u>1011385</u>	American Bar Association Antitrust Law Analytical	\$43	\$65	\$69	\$73	\$77	\$ 4	\$99	\$4	\$163	\$4
<u>1010139</u>	Education Law	\$43	\$65	\$69	\$73	\$77	\$ 4	\$99	\$4	\$163	\$4
<u>1011416</u>	Energy Law and Transactions	\$43	\$65	\$69	\$73	\$77	\$ 4	\$99	\$4	\$163	\$4
<u>1011229</u>	Forensic Sciences	\$42	\$63	\$67	\$71	\$76	\$ 4	\$97	\$4	\$160	\$4
<u>1517463</u>	Federal Taxation of Municipal Bonds	\$41	\$62	\$66	\$70	\$74	\$ 4	\$94	\$4	\$156	\$4
<u>1512155</u>	State and Local Government Series Analytical	\$41	\$62	\$66	\$70	\$74	\$ 4	\$94	\$4	\$156	\$4
<u>1010279</u>	Litigation Practice & Procedure Emerging Issues	\$41	\$62	\$66	\$70	\$74	\$ 4	\$94	\$4	\$156	\$4
<u>1011191</u>	Aviation Accident Law	\$41	\$62	\$66	\$70	\$74	\$ 4	\$94	\$4	\$156	\$4
<u>1010322</u>	IP Licensing Analytical	\$40	\$60	\$64	\$68	\$72	\$ 4	\$92	\$4	\$152	\$4

<u>1011322</u>	Telecommunications Regulation: Cable, Broadcasting, Satellite, and the Internet	\$40	\$60	\$64	\$68	\$72	\$ 4	\$92	\$4	\$152	\$4
<u>1011215</u>	Drug Product Liability	\$40	\$60	\$64	\$68	\$72	\$ 4	\$92	\$4	\$152	\$4
<u>1011321</u>	Social Security Analytical	\$40	\$60	\$64	\$68	\$72	\$ 4	\$92	\$4	\$152	\$4
<u>1011205</u>	Commercial Damages: A Guide to Remedies in Business	\$39	\$59	\$62	\$66	\$70	\$ 4	\$90	\$4	\$148	\$4
<u>1011224</u>	Federal Contract Management	\$38	\$57	\$61	\$65	\$68	\$ 4	\$87	\$4	\$144	\$4
<u>1010216</u>	Handling Federal Tort Claims	\$37	\$56	\$59	\$63	\$67	\$ 4	\$85	\$4	\$141	\$4
<u>1010339</u>	Moore's Manual: Federal Practice and Procedure	\$37	\$56	\$59	\$63	\$67	\$ 4	\$85	\$4	\$141	\$4
<u>1511836</u>	Accounting Emerging Issues	\$37	\$56	\$59	\$63	\$67	\$ 4	\$85	\$4	\$141	\$4
<u>1011217</u>	Elder Law Analytical	\$37	\$56	\$59	\$63	\$67	\$ 4	\$85	\$4	\$141	\$4
<u>1010166</u>	Federal Income Tax of Life Insurance Companies	\$35	\$53	\$56	\$60	\$63	\$ 3	\$81	\$4	\$133	\$3
<u>1011189</u>	Asset Based Financing: A Transactional Guide	\$35	\$53	\$56	\$60	\$63	\$ 3	\$81	\$4	\$133	\$3
<u>1010062</u>	Business Torts	\$35	\$53	\$56	\$60	\$63	\$ 3	\$81	\$4	\$133	\$3
<u>1010167</u>	Federal Income Taxation of Corporations	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
<u>1011487</u>	Filing Consolidated Returns	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
<u>1011174</u>	Taxation of Financial Institutions	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
<u>1011174</u>	A Guide to Toxic Torts	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
<u>1011422</u>	FIS Regulatory Advisory Services Manual Analytical	\$34	\$51	\$54	\$58	\$61	\$ 3	\$78	\$3	\$129	\$3
<u>1011259</u>	Larson's Workers' Compensation, Desk Edition	\$33	\$50	\$53	\$56	\$59	\$ 3	\$76	\$3	\$125	\$3
<u>1011979</u>	ISO Policy Forms	\$32	\$48	\$51	\$54	\$58	\$ 3	\$74	\$3	\$122	\$3
<u>1510079</u>	Getting the Deal Through: Environmental	\$31	\$47	\$50	\$53	\$56	\$ 3	\$71	\$3	\$118	\$3
<u>1510087</u>	Getting the Deal Through: Insurance	\$31	\$47	\$50	\$53	\$56	\$ 3	\$71	\$3	\$118	\$3
<u>1510080</u>	Getting the Deal Through: Real Property	\$31	\$47	\$50	\$53	\$56	\$ 3	\$71	\$3	\$118	\$3
<u>1510090</u>	Getting the Deal Through: Tax	\$31	\$47	\$50	\$53	\$56	\$ 3	\$71	\$3	\$118	\$3
<u>1510089</u>	Getting the Deal Through: Torts	\$31	\$47	\$50	\$53	\$56	\$ 3	\$71	\$3	\$118	\$3
<u>1511837</u>	Money Laundering, Asset Forfeiture and Compliance-A Global Guide	\$30	\$45	\$48	\$51	\$54	\$ 3	\$69	\$3	\$114	\$3
<u>1011383</u>	ALM Reorganizations Under Chapter 11 of the Bankruptcy Code	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3
<u>1010540</u>	Williams and Meyers, Oil and Gas Law	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3
<u>1011276</u>	Modern U.C.C. Litigation Forms	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3
<u>1011260</u>	Law of Life and Health Insurance	\$29	\$44	\$46	\$49	\$52	\$ 3	\$67	\$3	\$110	\$3

<u>1011315</u>	Sales and Bulk Transfers Under the UCC	\$28	\$42	\$45	\$48	\$50	\$3	\$64	\$3	\$106	\$3
<u>1010131</u>	Defense of Speeding, Reckless Driving and Vehicular Homicide	\$28	\$42	\$45	\$48	\$50	\$3	\$64	\$3	\$106	\$3
<u>1011332</u>	Unjust Dismissal	\$28	\$42	\$45	\$48	\$50	\$3	\$64	\$3	\$106	\$3
<u>1010177</u>	Federal Rules of Evidence Manual	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010185</u>	Federal Tax Practice and Procedure Analytical	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010436</u>	Patent Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010492</u>	Trademark Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010105</u>	Copyright Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010241</u>	Immigration Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010477</u>	Tax Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010249</u>	International Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010046</u>	Banking and Financial Services Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010059</u>	Business & Corporate Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010101</u>	Commercial Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010113</u>	Criminal Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010143</u>	Estates, Gifts & Trusts Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010151</u>	Family Law Emerging Issues only	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1011430</u>	Health Care Law Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010247</u>	Insurance Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010541</u>	Workers' Compensation Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010267</u>	Labor & Employment Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010452</u>	Real Estate Emerging Issues	\$27	\$41	\$43	\$46	\$49	\$3	\$62	\$3	\$103	\$3
<u>1010106</u>	Corbin on Contracts	\$26	\$39	\$42	\$44	\$47	\$3	\$60	\$3	\$99	\$3
<u>1011340</u>	Waters and Water Rights	\$26	\$39	\$42	\$44	\$47	\$3	\$60	\$3	\$99	\$3
<u>1010094</u>	Collier Bankruptcy Case Update	\$25	\$38	\$40	\$43	\$45	\$2	\$58	\$3	\$95	\$2
<u>1010163</u>	Federal Evidence Practice Guide	\$25	\$38	\$40	\$43	\$45	\$2	\$58	\$3	\$95	\$2
<u>1011231</u>	Forms of Agreement Desk Editions Analytical	\$25	\$38	\$40	\$43	\$45	\$2	\$58	\$3	\$95	\$2
<u>1010225</u>	How to Save Time and Taxes Analytical	\$25	\$38	\$40	\$43	\$45	\$2	\$58	\$3	\$95	\$2
<u>1011417</u>	Equipment Leasing	\$25	\$38	\$40	\$43	\$45	\$2	\$58	\$3	\$95	\$2
<u>1011256</u>	Labor and Employment Arbitration	\$23	\$35	\$37	\$39	\$41	\$2	\$53	\$2	\$87	\$2
<u>1010454</u>	Regulation of Investment Companies	\$22	\$33	\$35	\$37	\$40	\$2	\$51	\$2	\$84	\$2
<u>1011308</u>	Police Civil Liability	\$22	\$33	\$35	\$37	\$40	\$2	\$51	\$2	\$84	\$2
<u>1011176</u>	Accounting for Government Contracts Analytical	\$22	\$33	\$35	\$37	\$40	\$2	\$51	\$2	\$84	\$2

<u>1010317</u>	Michie Banks and Banking	\$22	\$33	\$35	\$37	\$40	\$ 2	\$51	\$2	\$84	\$2
	Uninsured And Underinsured Motorist										
<u>1011499</u>	Insurance	\$22	\$33	\$35	\$37	\$40	\$ 2	\$51	\$2	\$84	\$2
<u>1011264</u>	Manual of Federal Practice: Forms	\$21	\$32	\$34	\$36	\$38	\$ 2	\$48	\$2	\$80	\$2
<u>1011993</u>	ALM Entertainment Law: Forms & Analysis	\$21	\$32	\$34	\$36	\$38	\$ 2	\$48	\$2	\$80	\$2
<u>1011194</u>	State Taxation Analytical	\$21	\$32	\$34	\$36	\$38	\$ 2	\$48	\$2	\$80	\$2
<u>1011377</u>	ALM Investment Company Analytical	\$20	\$30	\$32	\$34	\$36	\$ 2	\$46	\$2	\$76	\$2
<u>1011223</u>	European Competition Laws	\$20	\$30	\$32	\$34	\$36	\$ 2	\$46	\$2	\$76	\$2
	New Appleman Insurance Law Practice										
<u>1010365</u>	Guide	\$20	\$30	\$32	\$34	\$36	\$ 2	\$46	\$2	\$76	\$2
	Major Tax Planning - USC Annual Institute										
<u>1010286</u>	on Federal Taxation	\$19	\$29	\$30	\$32	\$34	\$ 2	\$44	\$2	\$72	\$2
<u>1011445</u>	Lawyers' Medical Encyclopedia	\$19	\$29	\$30	\$32	\$34	\$ 2	\$44	\$2	\$72	\$2
<u>1010335</u>	Moore's AnswerGuides Analytical	\$18	\$27	\$29	\$31	\$32	\$ 2	\$41	\$2	\$68	\$2
<u>1010250</u>	Investment Advisers: Law and Compliance	\$18	\$27	\$29	\$31	\$32	\$ 2	\$41	\$2	\$68	\$2
<u>1011388</u>	American Law of Mining	\$18	\$27	\$29	\$31	\$32	\$ 2	\$41	\$2	\$68	\$2
	Business Immigration Law: Forms and										
<u>1012253</u>	Filings	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
<u>1011242</u>	Insuring Real Property Analytical	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
<u>1010299</u>	McGrady on Domain Names	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
<u>1011261</u>	Liquor Liability Law	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
<u>1011877</u>	Travel Law	\$17	\$26	\$27	\$29	\$31	\$ 2	\$39	\$2	\$65	\$2
	Getting the Deal Through: Healthcare										
<u>1516700</u>	Enforcement & Litigation	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1011277</u>	Moore's Federal Rules Pamphlet	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1011489</u>	Taxation of Securities Transactions	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1011446</u>	Litigating Securities Class Actions	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
	International Pharmaceutical Law and										
<u>1011246</u>	Practice	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1510084</u>	Getting the Deal Through: Litigation	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
	Getting the Deal Through:										
<u>1510091</u>	Communications	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1510083</u>	Getting the Deal Through: Computer Law	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1510082</u>	Getting the Deal Through: Immigration	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1011284</u>	New Appleman Bad Faith Litigation	\$16	\$24	\$26	\$27	\$29	\$ 2	\$37	\$2	\$61	\$2
<u>1010179</u>	Federal Standards of Review	\$15	\$23	\$24	\$26	\$27	\$ 2	\$35	\$2	\$57	\$1
<u>1010184</u>	Federal Tax Guidebook	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1

1011488	Taxation of Intellectual Property and Technology	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011486	Taxation of Executive Compensation: Planning and Practice	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011203	Collier Real Estate Transactions & the Bankruptcy Code	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011319	Securities Enforcement: Counseling and Defense	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1513355	Handbook on Intellectual Property Claims and Remedies	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011398	Business Insurance Law and Practice Guide	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011843	Mental Disability Law: Civil and Criminal	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1011473	Punitive Damages	\$14	\$21	\$22	\$24	\$25	\$ 1	\$32	\$1	\$53	\$1
1511833	Taxation of Hospitals and Health Care Organizations	\$13	\$20	\$21	\$22	\$23	\$ 1	\$30	\$1	\$49	\$1
1010366	New Appleman on Insurance: Current Critical Issues in Insurance Law	\$13	\$20	\$21	\$22	\$23	\$ 1	\$30	\$1	\$49	\$1
1011483	Sports Law Practice	\$13	\$20	\$21	\$22	\$23	\$ 1	\$30	\$1	\$49	\$1
1011248	Jurisdiction in Civil Actions	\$12	\$18	\$19	\$20	\$22	\$ 1	\$28	\$1	\$46	\$1
1010219	Heckerling Institute on Estate Planning	\$12	\$18	\$19	\$20	\$22	\$ 1	\$28	\$1	\$46	\$1
1011481	Scientific Evidence	\$12	\$18	\$19	\$20	\$22	\$ 1	\$28	\$1	\$46	\$1
1011327	Transportation Safety and Insurance Law	\$12	\$18	\$19	\$20	\$22	\$ 1	\$28	\$1	\$46	\$1
1513344	Insurance Coverage for Intellectual Property Claims, "Personal and Advertising" Injury, and Cyber Claims	\$12	\$18	\$19	\$20	\$22	\$ 1	\$28	\$1	\$46	\$1
1011311	Privacy Law and the USA PATRIOT Act	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1010532	Weinstein's Evidence Manual	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1011484	Tax Planning for the Alternative Minimum Tax	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1011990	How to Manage Your Law Office	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1516768	Renewable Energy Analytical	\$11	\$17	\$18	\$19	\$20	\$ 1	\$25	\$1	\$42	\$1
1517420	Cross-Examination: Science and Techniques	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012255	Bender's Immigration Litigation Forms	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011864	Tax Analysts Insurance Tax Review Magazine	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011868	Tax Analysts Tax Practice and Controversies	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011871	Tax Legislation and Analysis Analytical	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1

1010473	Securities Practice Guide	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011980	Lexis Guide to Family Tax Matters	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011865	Tax Analysts Internal Revenue Code	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1502583	The TILA-RESPA Disclosure Integration Manual	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1010100	Collier Pamphlet Edition	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1012067	United States International Insolvency Law	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011671	Federal Class Action Deskbook	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011183	Anderson's Sixth Circuit Federal Practice Manual	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1010159	Federal Civil Procedure Litigation Manual	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1010447	Practice Before Federal Magistrates	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011479	Sanctions: The Federal Law of Litigation Abuse	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011986	Compendium II of Copyright Office Practices	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1010187	Felix S. Cohen's Handbook of Federal Indian Law	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011996	Intellectual Property in Bankruptcy: A Collier Monograph	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011318	Securities Arbitration Procedure Manual	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011395	Bender's Federal Income Taxation of Retirement Plans	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011420	Farm Income Tax Manual	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011396	Bender's Payroll Tax Guide	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011412	Depreciation Handbook	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011436	Exempt Organizations Analytical	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1010491	Trademark and Unfair Competition Deskbook	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1517563	Bankruptcy & Insolvency Taxation	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011241	Insurance and Risk Management for State & Local Governments	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011178	ADA: Employee Rights & Employer Obligations	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011339	Wages & Hours: Law and Practice	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011262	M & A Practice Guide	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1012385	One- to Four-Family Loan Documentation Charts Analytical	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1012386	Policies and Procedures	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1

1012387	Bank Law & Regulatory Report	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012388	Internal Audit Programs	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011299	NYMITY Corporate Privacy Compliance Handbook	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1502570	Transactions in Turbulent Times	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011810	Bensen & Myers on Litigation Management	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012007	Alternative Dispute Resolution: An Essential Competency for Lawyers	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011672	Fundamentals of Special Needs Trusts	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011391	Arkfeld's Electronic Discovery and Evidence Analytical	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011418	Evidentiary Foundations	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011450	Medical Records Privacy Under HIPAA	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011286	New Appleman Sports and Entertainment Insurance Law & Practice Guide	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011285	New Appleman Premium Online Checklists	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012024	General Liability Insurance Coverage: Key Issues in Every State	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012262	Professional Responsibilities of Insurance Defense Counsel	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1502582	Social Media and Insurance: The Insider's Guide to Successful Risk Assessment and Management	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1010140	Employee Rights Litigation: Pleading and Practice	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011342	Workers' Comp and ADA in Business	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011438	Judicial Conduct and Ethics	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011476	Regulatory Takings	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011309	Powell Desk Edition	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011216	Drugs in Litigation: Awards Involving Prescription and Nonprescription Drugs	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011177	ACTL Mass Tort Litigation Manual	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011439	Killer Roads: From Crash to Verdict	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1011491	The Law of Commercial Trucking	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1012041	Murray on Contracts	\$10	\$15	\$16	\$17	\$18	\$ 1	\$23	\$1	\$38	\$1
1010311	Medical Malpractice Analytical	\$165	\$248	\$264	\$281	\$297	\$16	\$380	\$17	\$627	\$16
1508871	XpertHR Analytical	\$155	\$233	\$248	\$264	\$279	\$16	\$357	\$16	\$589	\$15

1511866	Littler Mendelson Analytical	\$59	\$89	\$94	\$100	\$106	\$6	\$136	\$6	\$224	\$6
1511789	Shale Gas, an International Guide	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
Secondary Materials – CA											
1010630	CA Practice Library	\$310	\$465	\$496	\$527	\$558	\$31	\$713	\$31	\$1,178	\$31
1511857	CA Ultimate Practice Guide & Treatise Library	\$139	\$209	\$222	\$236	\$250	\$14	\$320	\$14	\$528	\$14
1010631	CA Civil Litigation Library	\$247	\$371	\$395	\$420	\$445	\$25	\$568	\$25	\$939	\$25
1010293	CA Matthew Bender Practice Guides Analytical	\$61	\$92	\$98	\$104	\$110	\$6	\$140	\$6	\$232	\$6
1011688	ALM Judicial Profiles	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011196	CA Criminal Practice Analytical	\$127	\$191	\$203	\$216	\$229	\$13	\$292	\$13	\$483	\$13
1010076	CA Forms of Pleading and Practice- Annotated	\$126	\$189	\$202	\$214	\$227	\$13	\$290	\$13	\$479	\$13
1010072	CA Business & Corporate Law Analytical	\$125	\$188	\$200	\$213	\$225	\$13	\$288	\$13	\$475	\$12
1010071	CA Civil Practice Analytical	\$121	\$182	\$194	\$206	\$218	\$12	\$278	\$12	\$460	\$12
1010081	CA Real Estate Analytical	\$120	\$180	\$192	\$204	\$216	\$12	\$276	\$12	\$456	\$12
1010073	CA Labor & Employment Analytical	\$108	\$162	\$173	\$184	\$194	\$11	\$248	\$11	\$410	\$11
1010078	CA Legal Forms: Transaction Guide	\$103	\$155	\$165	\$175	\$185	\$10	\$237	\$10	\$391	\$10
1010079	CA Points and Authorities	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
1010074	CA Family Law Analytical	\$100	\$150	\$160	\$170	\$180	\$10	\$230	\$10	\$380	\$10
1010082	CA Personal Injury Analytical	\$80	\$120	\$128	\$136	\$144	\$8	\$184	\$8	\$304	\$8
1011197	CA Environmental & Energy Analytical	\$69	\$104	\$110	\$117	\$124	\$7	\$159	\$7	\$262	\$7
1010077	CA Insurance Law and Practice	\$65	\$98	\$104	\$111	\$117	\$6	\$150	\$7	\$247	\$6
1010217	CA Worker's Compensation Analytical	\$52	\$78	\$83	\$88	\$94	\$5	\$120	\$5	\$198	\$5
1010080	CA Estates, Gifts & Trusts Analytical	\$50	\$75	\$80	\$85	\$90	\$5	\$115	\$5	\$190	\$5
1011265	Marsh & Volk Practice Under the CA Securities Laws	\$36	\$54	\$58	\$61	\$65	\$4	\$83	\$4	\$137	\$4
1518925	James Publishing California Analytical	\$28	\$42	\$45	\$48	\$50	\$3	\$64	\$3	\$106	\$3
1010066	CA Evidence Analytical	\$18	\$27	\$29	\$31	\$32	\$2	\$41	\$2	\$68	\$2
1012075	CA Water Law and Policy	\$11	\$17	\$18	\$19	\$20	\$1	\$25	\$1	\$42	\$1
1011198	CA Guide to Tax, Estate & Financial Planning for the Elderly	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
1011400	CA Intellectual Property Handbook	\$10	\$15	\$16	\$17	\$18	\$1	\$23	\$1	\$38	\$1
Product Addition											
1522319	Law360 Tax Authority / IRS:Watch	\$87	\$142	\$188	\$229	\$267	\$38	\$457	\$24	\$817	\$20
1522431	Ravel Case Reporter PDFs	\$24	\$38	\$43	\$48	\$52	\$4	\$72	\$3	\$117	\$2
1527690	Context Litigation Analytics for SLG	\$304	\$486	\$547	\$608	\$669	\$95	\$1,144	\$55	\$1,694	\$35

1520564	The Wagstaffe Group Practice Guide: Federal Civil Procedure Before Trial	\$91	\$114	\$119	\$123	\$128	\$5	\$150	\$4	\$211	\$3
1011666	All Matthew Bender Library	\$1,469	\$1,836	\$1,909	\$1,983	\$2,056	\$73	\$2,423	\$73	\$3,525	\$50
Lexis For Microsoft Office											
1000761	Lexis® for Microsoft Office with Document Tools	\$35	\$70	\$105	\$140	\$163	\$23	\$277	\$23	\$618	\$23
1000352	Lexis® for Microsoft Office	\$19	\$38	\$57	\$76	\$88	\$12	\$150	\$12	\$335	\$12
Practical Guidance - All Practice Areas											
1522978	Practical Guidance - All Practice Areas	\$639	\$1,118	\$1,597	\$2,077	\$2,556	\$479	\$4,952	\$64	\$5,911	\$64
1531529	Practical Guidance - Business & Commercial Bundle	\$290	\$410	\$530	\$650	\$770	\$120	\$1,370	\$28	\$1,790	\$28
1000768	Practical Guidance - Real Estate	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1000773	Practical Guidance - Labor and Employment/Employee Benefits and Executive Compensation	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1524244	Practical Guidance - Trusts & Estates	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1522381	Practical Guidance - Civil Litigation	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1000769	Practical Guidance - Intellectual Property & Technology/Data Security & Privacy	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1523615	Practical Guidance - Corporate and M&A	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1524246	Practical Guidance - Insurance	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1526113	Practical Guidance - Energy & Utilities	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1000357	Practical Guidance - Bankruptcy	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1000359	Practical Guidance - Capital Markets & Corporate Governance	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1523399	Practical Guidance - Private Equity & Investment Management	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1524628	Practical Guidance - Finance	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1523701	Practical Guidance - Tax with Law 360	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1528598	Practical Guidance - Life Sciences	\$160	\$280	\$400	\$520	\$640	\$120	\$1,240	\$16	\$1,480	\$16
1534660	Lexis™ Practical Guidance - State & Local Government	\$141	\$226	\$311	\$396	\$480	\$35	\$657	\$21	\$975	\$13

Volume Bonus Plan

Volume Bonus Plan = Pricing Plan option for those User Agencies that wish to pay a fixed rate for unlimited users and unlimited materials within the subscription for news and legal research listed in Exhibit E: LexisNexis, a division of RELX Inc. Deliverables and Pricing. The Volume Bonus Plan is not available for the Risk Solutions products listed in Exhibit F: LexisNexis Risk Solutions Deliverables and Pricing. This plan is guaranteed to always cost less than the per User price. During the term, Subscriber will pay an annual fee for the term specified for access to materials specified; however, Subscriber will be invoiced for that annual fee by LexisNexis on a monthly basis. The annual fee is calculated based upon the size of the agency and its growth commitment not to exceed 10x the amount of its usage. Should the agency's use exceed the 10x level, its annual increase will be 5% or in line with its X factor*; if the agency's usage is less than the 10X level, then the annual price increase will be consistent with the escalation schedule described in Section VIII of the Statement of Work.

*X-factor is the ratio between a User Agency's subscription rate and the value of its actual usage as measured using the transactional price rates.

Upgrading from Lexis.com Legal Research Subscriptions to Lexis Advance

Lexis Advance is a next generation platform that offers exclusive content, products and data visualization and analytic tools such as Search Term Maps and Legislative Outlook. Lexis Advance is also the only platform to offer integration with Lexis for Microsoft Office and Lexis Practice Advisor. *lexis.com* users moving to Lexis Advance will have access to more content and enjoy seamless integration with powerful analytic, visualization and practical guidance tools – all via a modern and mobile technology platform. Lexis Advance features easy source selection, a patent-pending search term mapping feature and extended history display so users reach relevant results faster. When User Agencies are upgraded to Lexis Advance during their subscription contract, their account management representative will insure that *lexis.com* researchers retain access to all of the content contained within their *lexis.com* subscriptions. There is no additional charge for upgrading to Lexis Advance.

Lexis for Microsoft Office

Lexis *for* Microsoft Office is a research and drafting tool that delivers content directly in Microsoft Outlook and Word. When a user activates a feature from the Lexis for Microsoft Office Ribbon, their document is analyzed to identify and validate citations. With the use of the additional Document Tools options, users can quickly check citation formats, check the validity of quotes, and efficiently create tables of authorities. An XML rendering of the text of the document will be sent securely via 128bit SSL encryption in XML format to and from the LexisNexis server. The text of the user's document is never written to disk or saved, but is in memory so that the LN server can analyze the data in order to retrieve cites and other entities. Once this information has been found and the associated data retrieved from LN, the XML is sent back to the client. The document in the LN server memory is then de-referenced by the application and can never be accessed again.

Printed Legal Research Titles

To browse a listing of available LexisNexis publications that are available in print along with list prices, please visit <https://store.lexisnexis.com/>.

Dual-Media Discount

LexisNexis offers a dual media **discount of up to 50%** on new purchases/subscriptions if the agency also subscribes to the same titles on LexisNexis online services. This discount applies to new purchases only and not to renewals, updates or existing subscriptions.

Multi-Year Options

LexisNexis has customer loyalty programs available that could offer significant savings to the User Agency over the long term. For example, our three-year customer price incentives would provide predictability, flexibility, and affordability and potentially save the User Agency a considerable amount over that period. Please contact your sales representative for details.

Volume Discounts

Volume discounts may apply to purchases of multiple quantities of a publication. Please contact your sales representative for details.

Standard Discounting

For other purchases of print publications not qualifying for discounts in any aforementioned scenarios, the User Agencies would receive a **discount of 10% to 25%** off depending upon the title. Please contact your sales representative for additional bulk or promotional discounts if applicable. Some exclusions may apply. This discounting applies to new purchases only and not to renewals, updates or existing subscriptions.

Transportation Charges

Transportation charges are included in your print order/subscription. All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point, unless an expedited shipment is requested. Expedited shipments will be charged at then-current carrier rates.

Law360

With over 700,000 newsletter recipients each day, Law360 is a news source for lawyers, business people, and judges and court staff across the U.S. Law360 delivers key developments. We cover 85% of events within 48 hours, and our real-time alerts and daily newsletters make sure you know about them. You can access us at work, at home, or on the go, and browse the latest headlines in seconds.

# of Users	Annual Prices		
	Sections	Enterprise	Platform
up to 5	\$3,850	\$9,670	\$12,935
6-10	\$4,620	\$12,450	\$16,565
11-15	\$5,390	\$15,355	\$20,435
16-20	\$6,165	\$18,500	\$24,670
21-30	\$6,935	\$21,890	\$29,150
31-40	\$7,705	\$25,640	\$34,110
41-50	\$8,480	\$29,510	\$39,315
51-75	\$9,250	\$33,745	\$44,880
76-100	\$10,020	\$38,105	\$50,685
101-150	\$10,795	\$42,820	\$56,980
151-200	\$11,565	\$47,785	\$63,635
201-300	\$12,335	\$52,985	\$70,530
301-400	\$13,110	\$58,310	\$77,550
400+	\$13,880	\$63,995	\$85,170

- **Sections** – Customers can purchase a subscription to a specific section(s) (see below) that most impacts their practice/firm. This subscription does not include access to articles in other sections or Platform Tools. *Pricing above is for only one of the sections listed below. If multiple sections are needed then you should multiply the number of sections times the cost indicated above to calculate your total cost. (for example: 5 (sections) x \$3,850 (up to 5 Users) = \$19,250)
- **Enterprise** – Access to all Law360 news sections, including an archive of 200,000+ articles dating back to 2003 and any new sections launched during the subscription term.
- **Platform** – Enterprise access PLUS access to the Law360 Platform Tools, which allow users to search thousands of federal court filings and set up real-time alerts for news and case activity involving specific cases, law firms, companies, industries, government agencies, and customized news or case searches.

*To subscribe to Law360, you must have a Lexis Advance subscription.

LAW360 SECTIONS

Practice Areas	Industries
<ul style="list-style-type: none"> • Appellate • Bankruptcy • Capital Markets • Class Action • Commercial Contracts • Competition • Consumer Protection • Corporate • Employment • Environmental • Government Contracts • Immigration • Insurance • Intellectual Property • International Arbitration • International Trade • Legal Ethics • Mergers & Acquisitions • Native American • Privacy • Product Liability • Project Finance • Public Policy • Securities • Tax • Trials • White Collar 	<ul style="list-style-type: none"> • Aerospace & Defense • Asset Management • Automotive • Banking • Energy • Food & Beverage • Health • Hospitality • Life Sciences • Media & Entertainment • Private Equity • Real Estate • Retail & E-Commerce • Sports • Technology • Telecommunications • Transportation

CourtLink

We offer CourtLink as a docket management solution to California User Agencies. CourtLink allows users to gain critical insights by leveraging our broad collection of timely and topical court documents via the LexisNexis services. CourtLink offers a single search interface across all available courts to increase efficiencies.

CourtLink is for instantaneous searching, profiling, alerts, and document retrieval for U.S. court dockets. Using CourtLink provides:

- Full-docket coverage
- Enhanced Single Search functionality for broad, multi-source searching
- Notification of new cases

Full Docket Coverage

Through CourtLink, researchers will have access to full dockets.

Breadth of Coverage

LexisNexis will provide unlimited access to federal, state, and local docket coverage via 180 million dockets. Our coverage includes full dockets for 1,071 state courts. In fact, 100% of the state coverage from CourtLink is comprised of full dockets – not minimal index data.

Depth of Coverage

In addition to broader coverage, users will also have access to deeper archives with LexisNexis. CourtLink provides federal full docket coverage of up to 26 years, with some select federal docket coverage that reaches back over 30 years.

Enhanced Single Search Technology

LexisNexis offers the Single Search feature with CourtLink, which offers simultaneous searching of all of federal and state court dockets. Researchers will be able to conduct broad searches and filter result sets to rapidly identify critical and relevant information, including expert witness appearances in cases.

Strategic Profiles, Sorting, and Templates

Litigators use CourtLink Strategic Profiles to develop comprehensive strategic profiles of litigants, opposing counsel and judges involved in their cases. CourtLink searches the historical civil online database of court records covering 10-20 years of cases to pinpoint relevant information and to provide you a Strategic Profile with easy to read graphs, data charts and facts.

Litigation Alerts

CourtLink provides the provided a large range of Alert capabilities. Researchers will be able to stay on top of any new filed cases of interest, and find out when an opposing party is involved in litigation. Alerts on a litigant, attorney or nature of a suit or keywords will deliver to users automatic e-mail notification of newly filed cases.

Researchers will improve effectiveness by receiving fast notifications of newly filed cases. Only CourtLink offers hourly Alerts for U.S. District civil courts with keyword searching of the complaint document.

Docket Tracks

CourtLink offers Tracks that allows users to receive an e-mail or online notification when changes occur to the docket. This feature will help researchers monitor cases surrounding program participants, debtors and other applicants throughout that litigation lifecycle as well as any other litigation of interest.

Tracks include Advanced Notification options. These options will allow researchers to receive special notifications for certain case events, such as new defense counsel and new parties in a case. Moreover, only CourtLink provides hourly Tracks for U.S. District Courts.

LexisNexis offers access to CourtLink at the following rates:

- 1 to 5 users per agency: \$95/user/month
- 6 to 10 users per agency: \$60/user/month
- 11 to 20 users per agency: \$42/user/month
- 21+ users per agency: \$39/user/month

Distributed Media for California Correctional Facilities

Legal Research Solutions for Correctional Facilities via External Hard Drives (EHDs)

For purposes of this MSA, EHDs are “Hardware” and include pre-loaded “Software.”

The LexisNexis California EHD Prison Solution provides California correctional facilities with a cost-effective alternative to print/CD/DVD law libraries, providing inmates with access to relevant legal materials in a turnkey, off-line electronic format. Inmates conduct legal research in complete security because no Internet connection is necessary. EHDs are updated on a quarterly basis.

Number of Terminal Licenses	Annual Cost Per Licenses for Year 1*	Monthly Cost Per Licenses for Year 1*
1	\$8,400	\$700
2-20	\$4,620	\$385
21-50	\$3,996	\$333
51-250	\$2,700	\$225
251-500	\$2,400	\$200
501 or more	\$1,680	\$140

*Prices for subsequent years will be governed by the escalation schedule described in Section VIII of the Statement of Work.

The California Prison Solutions EHD research collection includes the following California state and federal materials:

Federal

- U.S. Supreme Court Cases
- U.S. Code Service
- U.S. Constitution
- Federal Court Rules
- All Federal Cases, including Supreme Court, all Circuit
- Court of Appeals, and all District Court decisions

State

- Deering's California Codes Annotated
- California Code of Regulations
- California Official Reports
- California Court Rules
- California Local Court Rules
- California Judicial Council Criminal Jury Instruction

Analytical

- California Criminal Defense Practice
- California Family Law Practice
- California Criminal Discovery
- California Evidence Courtroom Manual
- California Juvenile Courts Practice and Procedure
- California Forms of Pleading and Practice
- Ballentine's Law Dictionary, 3rd. ed.
- Federal Habeas Corpus Practice and Procedure
- California Family Law Litigation Guide
- Constitutional Rights of Prisoners
- California Courtroom Evidence
- Moore's Federal Practice - Criminal and Civil
- Civil Rights Actions
- Spanish/English Legal Dictionary

Citations

Shepard's – Federal and U.S. Citations

Shepard's - California Citations

EHD medium can be installed on networked or stand-alone computers or touch screen kiosks and uses a 2.0 or 3.0 USB connection. Depending on the configuration an agency chooses, an EHD might not be required for every terminal. Lexis has instituted a recycling program of expired EHD's (at no cost to the agency), and requires the agency to participate when quantities are in excess of 50 EHD's shipped per update.

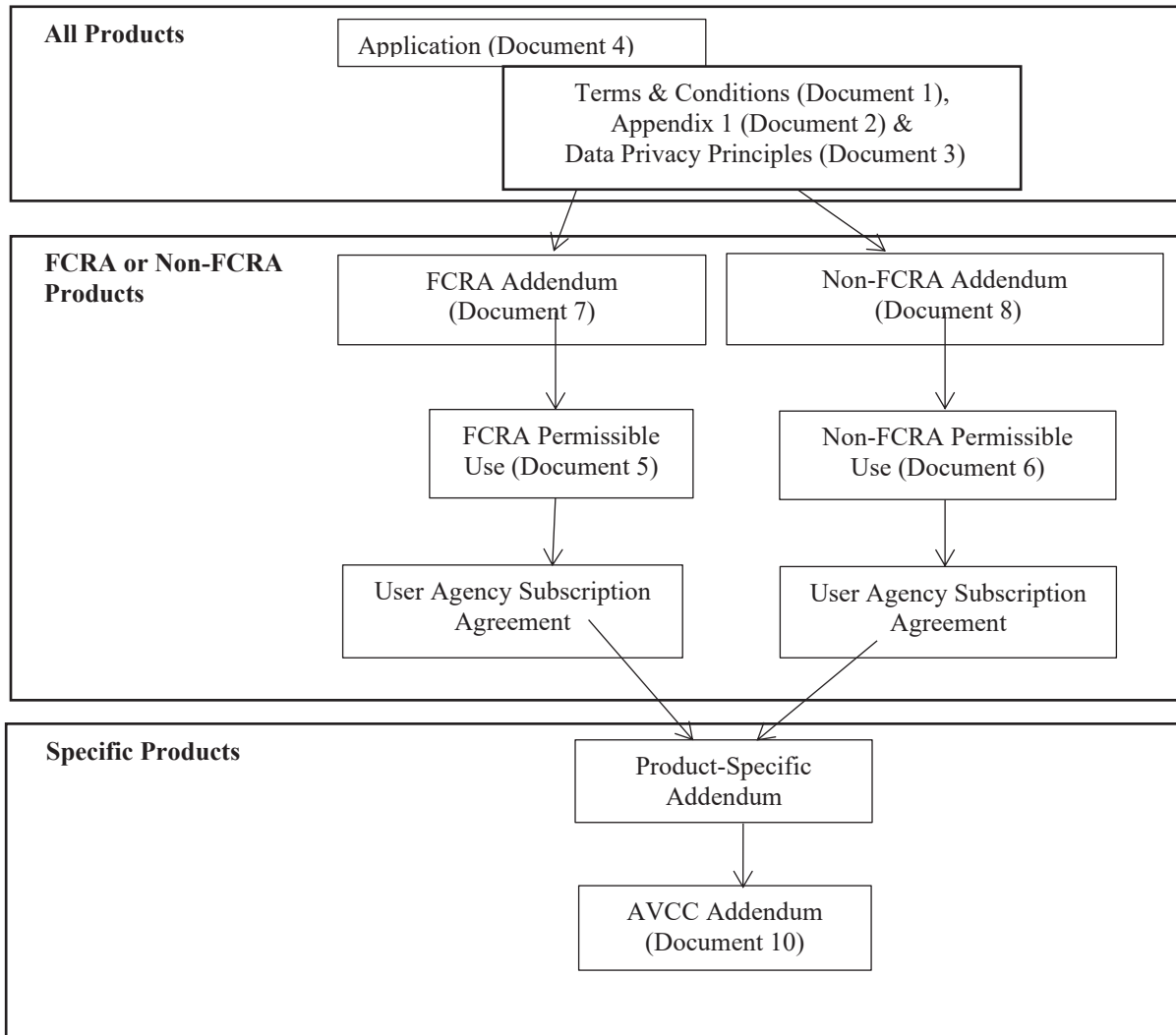
Exhibit F - LexisNexis Risk Solutions Deliverables and Pricing

LexisNexis Risk Solutions –Documents (Located in Exhibit H)	Document Number
LexisNexis Master Terms and Conditions	1
Appendix I (Risk Solutions Supplemental T's & C's)	2
Data Privacy Principles	3
LexisNexis Risk Solutions Government Application	4
FCRA Permissible Use Certification – Government	5
NON-FCRA Permissible Use Certification – Government	6
FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC) with Attachment A	7
Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)	8
Accurint Virtual Crime Center Addendum	10

LexisNexis Risk Solutions – Products	Required Documents
Accurint for Government – FCRA	1, 2, 3, 4, 5, and 7
Accurint for Government – Non-FCRA	1, 2, 3, 4, 6, and 8
Accurint for Government Plus – FCRA	1, 2, 3, 4, 5, and 7
Accurint for Government Plus – Non-FCRA	1, 2, 3, 4, 6, and 8
Accurint for Law Enforcement – Non-FCRA	1, 2, 3, 4, 6, and 8
Accurint for Law Enforcement Plus – Non-FCRA	1, 2, 3, 4, 6, and 8
Accurint Subscription Add-Ons	5, 6, 7 or 8 (depending on use)
Batch Solutions – Non-FCRA	1, 2, 3, 4, 6, and 8
Batch Solutions – FCRA	1, 2, 3, 4, 5, and 7
Identity Resolution & Fraud Detection	1, 2, 3, 4, 6, and 8
Accurint Virtual Crime Center (AVCC)	1, 2, 3, 4, 6, 8, and 10

Applicability

LexisNexis Risk Solutions FL Inc. Flow Chart



FCRA Products	Non-FCRA Products
Accurint for Government (FCRA)(*)	Accurint for Government (Non-FCRA) (*)
Batch Solutions (FCRA)	Batch Solutions (Non-FCRA)
	Identity Resolution

* This includes all Accurint products (Accurint for Government, Government Plus, Law Enforcement, and Law Enforcement Plus).

The Licenses for the products offered by Risk Solutions

The products offered by LN Risk Solutions FL Inc. (“LN”) involve personally identifiable information (“PII”). The use of PII is heavily regulated by federal as well as state statutes. The Consumer Financial Protection Bureau (“CFPB”) as well as State Attorney Generals’ offices around the country are involved in ensuring that the statutes are not violated where PII is being used. Some of the more significant federal statutes that govern the PII that LN licenses are the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”), and the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.). In particular, the FCRA states that a consumer reporting agency ‘shall maintain reasonable procedures designed to avoid violations’ of the statute. The statute further specifies that the required procedures “shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose.” FCRA section 607a. Further, the statute provides that “no consumer reporting agency (LN) may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in [FCRA] 604.” The documents listed below and which are attached to the MSA are in part designed to address these requirements. In addition, however, they incorporate terms required by our data brokers, terms required to protect LN intellectual property, and terms required to protect the security of the PII. Finally, terms within these documents represent reasonable allocation of risk.

Listed below are the components of the modular paperwork and when each is used and the basis for the particular document:

1. LexisNexis Master Terms and Conditions (Document 1) and Appendix 1 Risk Solutions Supplemental Terms & Conditions (Document 2). This document contains the terms of use including restrictions on use that are derived from statutes, terms from data vendors and risk allocation terms such as warranty disclaimers. Certain terms are required in order to comply with statutes governing PII as well as dealing with security issues including the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.), Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”), the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws, and protection of intellectual property developed by LN.
2. LexisNexis Risk Solutions Government Application (Document 4). Information about a customer may need to be completed more than once if a customer licenses new products. This document is required as providers of PII are required to identify the customers who will be using the PII.
3. Non-FCRA Addendum (Document 8). Executed by a customer one time when a customer purchases Non-FCRA product(s). This document is an acknowledgement and certification by the customer that the product which does not meet the requirements of the Fair Credit Reporting Act will not be used for an FCRA purpose.
4. FCRA Addendum (Document 7) and Attachment A. FCRA terms and conditions executed by a customer one time when a customer license FCRA product(s). Certification that the customer will follow the requirements of the FCRA when using the product and will use the product for a purpose listed in the FCRA.

5. FCRA Permissible Use Certification Form (Document 5) and Non-FCRA Permissible Use Certification Form (Document 6). Signed per use case and for any new product(s) including Death Master File terms required by the National Technical Information Service, US Department of Commerce, which is the source of the data. This form is used to certify the statutory permissible purpose the customer has to use the PII.
6. Product- specific terms (Addenda).
AVCC Addendum (Document 10)—this addendum contains terms and conditions that address unique features of the product. This product is a contributory database.

Accurint Subscriptions – Flat Rate, Per User

Accurint is a powerful public-records investigative research tool used by thousands of law enforcement and government agencies across the country that assists them with solving crimes, locating debtors, enforcing laws and regulations, fighting fraud, waste and abuse, and providing citizen-centric services. LexisNexis provides access to the public and proprietary records. Our collection includes more than 45 billion records collected from over 10,000 sources. Accurint’s next-generation search technology enables government professionals to instantly gather and analyze current, comprehensive and authoritative public records, allowing them to perform their jobs more efficiently and effectively. By using Accurint, agencies can:

- Locate people and apprehend suspects
- Discover associations
- Uncover property, assets, professional licenses, criminal records and more
- Investigate businesses
- Visualize complex relationships
- Map locations
- Much more

	Accurint for Law Enforcement Or Accurint for Government	Accurint for Law Enforcement Plus Or Accurint for Government Plus
Users	Monthly fee – per agency, per user Includes all Standard Features (priced \$0.00) in attached Price Schedules	
1	\$105.00	\$130.00
2 to 5	\$90.00	\$100.00
6 to 10	\$88.00	\$98.00
11 to 25	\$86.00	\$96.00
26 to 50	\$84.00	\$94.00
51 to 100	\$82.00	\$92.00
101 to 250	\$81.00	\$91.00
250 and up	\$80.00	\$90.00

Also at no additional cost, this offer also includes the following features in flat-rate Accurint subscriptions: Real-Time Phones, Email Searching, and Real-Time Motor Vehicle Reports.

Subscription Add-Ons

Under Accurint’s per-user structure, agencies would be billed a flat-rate monthly fee for standard features priced at \$0.00 in each “Flat Rate, Per User Subscription” Price Schedule on pages 34 - 53 for Accurint for Government, Government Plus, Law Enforcement, and Law Enforcement Plus. Those sheets also list per-search prices that agencies will incur for special features that are not included automatically in flat-rate plans. The following table includes monthly flat-rate pricing for certain premium features that an agency may wish to include in its Accurint plan. An agency that includes these features in a monthly flat-rate plan would not incur per-search charges for those features.

Premium Features	Monthly Per User Fee
Advanced Sexual Offender Search	\$10.00
Advanced Sexual Offender (Online Batch)	\$20.00
Aerial Imaging	\$20.00
Government Location Report	\$15.00
Healthcare/Medical Bundle: <i>American Board of Medical Specialties Search & Report</i> <i>Business Link Report</i> <i>Comprehensive Healthcare Provider Report</i> <i>Contact Card Report</i> <i>Disclosed Entity Service</i> <i>Federal Civil Court Records Search</i> <i>OSHA Investigative Reports</i> <i>Provider Report Card</i> <i>Provider Sanction Search & Report</i> <i>Provider Search & Report</i>	\$40.00
Identity Authenticate	\$15.00
Identity Verification	\$10.00
Law Enforcement Location Report	\$15.00
News (all Types)	\$35.00
Sexual Offender Alerts:	
15 Alerts	\$15.00
30 Alerts	\$27.00
60 Alerts	\$45.00
Virtual Identity Search & Report	\$25.00

Add-On Feature Key				
Feature	Accurint LE	Accurint LE Plus	Accurint Govt.	Accurint Govt. Plus
Advanced Sex Offender Search	n/a	available	n/a	available
Advanced Sexual Offender Solution	available	available	available	available
Aerial Imaging	n/a	available	n/a	available
Government Location Report	n/a	n/a	available	available
Healthcare/Medical Bundle	available	available	available	available
Identity Authenticate	available	n/a	available	n/a
Identity Verification	available	n/a	available	n/a

Add-On Feature Key				
Feature	Accurint LE	Accurint LE Plus	Accurint Govt.	Accurint Govt. Plus
Law Enforcement Location Report	available	available	n/a	n/a
News (all Types)	available	available	available	available
Sex Offender Alerts*	n/a	available	n/a	available
Virtual Identity Search & Report	available	available	available	available

Non-Subscription Features

The following features are only available on a transactional basis, and not included as part of the Per User Subscription on the Accurint products. These searches will be billed at the rates listed in the applicable “Transactional, Non-Subscription User” Price Schedules, on pages 54 – 66 for Accurint for Government, and Accurint for Law Enforcement (:

- Bankruptcy Dockets
- Canadian Phones
- Court Search Wizard
- Credit Reports
- D&B Global Market Identifiers
- D&B Search and Report
- DE Corporation Search and Report
- Equifax Recovery Report
- Medical, Employment & Business Records
- Online Batch Services
- Property Deed Image
- Real Time Person Search
- SEC Filings Search
- Social Network Report
- WorkPlace Locator
- XML

Pricing for Accurint – Transactional, Non-Subscription User

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a \$50 per-month minimum commitment from each agency, regardless of the number of users. Each month the agency would pay \$50 or the total fee for all Accurint searches conducted during the month, whichever is greater. Each agency would incur charges for each search, pursuant to prices listed in the attached “Transactional, Non-Subscription User” Price Schedules on pages 54 – 66. The only Accurint solutions available on a purely transactional basis are Accurint for Government, and Accurint for Law Enforcement.

Accurant for Government Price Schedule – Flat Rate, Per User Subscription

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
Automated Valuation Model (AVM) Report	\$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 discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
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 discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00

Driver Licenses	\$0.00
Dun & Bradstreet (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
Marriages / Divorces Search	\$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$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 Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$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 discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$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 discountable)	\$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 discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
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 discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00

-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current	\$0.00

Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-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 discountable)	\$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 discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25

-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
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	--

Accurint for Government Plus Price Schedule – Flat Rate, Per User Subscription

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)	
ACCURINT FOR GOVERNMENT PLUS FEATURES	PRICE
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Aerial Imaging	\$3.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Basic Lookup	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Global Market Identifiers Search	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
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
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report	\$0.00
National UCC Filings (Report Included)	\$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 discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00

Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$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
Online Batch	
Batch Person Search	\$0.50
Batch Telephone	\$0.10

Accurant for Law Enforcement Price Schedule – Flat Rate, Per User Subscription

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
Automated Valuation Model (AVM) Report	\$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 discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
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 discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet (D&B) Search	\$0.25

Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00

People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00

Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.00
-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 discountable)	\$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 discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00

-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
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	--

Accurint for Law Enforcement Plus Price Schedule – Flat Rate, Per User Subscription

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)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	PRICE
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Aerial Imaging	\$3.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Basic Lookup	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$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
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report	\$0.00
National UCC Filings (Report Included)	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00

People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
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
Law Enforcement Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00

-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$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
Online Batch	
Batch Person Search	\$0.50
Batch Telephone	\$0.10

Accurint for Government Price Schedule – Transactional, Non-Subscription User

Pricing is per hit unless otherwise indicated

Price Schedule (Transactional)	
FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Search	\$0.50
Automated Valuation Model (AVM) Report	\$5.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Certificate Search (not discountable)	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (not discountable)	\$5.00
Driver Licenses	\$0.75

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)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Internet Domains	\$0.25
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	\$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	\$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	\$87.50
-Canvassing Up To 5 Custodians (not discountable)	\$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	\$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	\$10.00
-Chronological Sorting (charged per page) (not discountable)	\$0.03
-Pagination Only (charged per page) (not discountable)	\$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 Legibility	\$0.00
-Rush Fee (One Way) (not discountable)	\$25.00
-Witness Fee (Pass Through Fees May Be Charged)	\$0.00
-Deposition Trip Fee (not discountable)	\$20.00
-Deposition Certification Fee (not discountable)	\$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 discountable)	\$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	\$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 discountable)	\$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 discountable)	\$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	\$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	\$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00

-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (charged per search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Equifax Credit Reports (FCRA) (per search)	\$2.25
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current	\$3.50

Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$1.00
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75

-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (charged per search)	\$1.00
-Properties	\$1.00
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-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 discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25

-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
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	--

Accurint for Law Enforcement Price Schedule – Transactional, Non-Subscription User

Pricing is per hit unless otherwise indicated

Price Schedule (Transactional)	
FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Search	\$0.50
Automated Valuation Model (AVM) Report	\$5.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Certificate Search (not discountable)	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet (D&B) Search	\$0.25
Email Search	\$0.40

FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.25
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	\$5.00
-Alabama 3-Year (not discountable)	\$9.75
-Delaware 3-Year (not discountable)	\$25.00
-Florida 3-Year (not discountable)	\$8.10
-Florida 7-Year (not discountable)	\$10.10
-Illinois (not discountable)	\$12.00
-Indiana (not discountable)	\$7.50
-Iowa (not discountable)	\$8.50
-Kansas (not discountable)	\$8.70
-Maine 3-Year (not discountable)	\$7.00
-Minnesota 5-Year (not discountable)	\$5.00
-Mississippi 3-Year (not discountable)	\$14.00
-Nebraska 5-Year (not discountable)	\$3.00
-North Carolina 3/7-Year (not discountable)	\$10.00
-Rhode Island 3-Year (not discountable)	\$20.00
-South Carolina 3/10-Year (not discountable)	\$7.25
-Tennessee 3-Year (not discountable)	\$7.00
-Utah (not discountable)	\$9.00
-Vermont 3-Year (not discountable)	\$17.00
-West Virginia 7-Year (not discountable)	\$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
MVR Wildcard Search	\$1.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00

Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (charged per search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50

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

-Professional Licenses (charged per search)	\$1.00
-Properties	\$1.00
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-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 discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00

-Specialties	\$0.00
-Verification	\$0.75
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	--

Batch Solutions

LexisNexis Batch Solutions offer fully automated search and delivery services featuring pinpoint search logic and providing cost-effective, high-speed results.

What makes LexisNexis unique in the batch market is our ability to work with any data input set and return customized, on-point results with a processing speed that is unmatched. We build a Batch design approximately 10 business days after we receive the input file. Once the Batch is in production, the average turnaround time is less than 24 hours.

While most data providers require their customers to follow strict input/output layouts and file transfer methods, LexisNexis creates layouts and methods based on customer requirements. We can do this because we support a multitude of delivery options and input and output file-naming conventions.

LexisNexis will accept your files via mutually acceptable format. The secure delivery options we support include:

- Secure FTP (SSH, SSL, or PGP Encryption)
- FTP with PGP encryption of the file
- Batch Web Gateway (SSL Encryption)

LexisNexis will conduct the entire process in a secure environment. We take the responsibility to protect the data our solutions are built on with the maximum level of security. We have developed data protection and apply policies and procedures well beyond the minimum requirements for regulatory compliance.

BATCH PRODUCTS	PER INPUT PRICE
PHONES & ADDRESSES	
Address (single)	\$0.07
Address (multiple)	\$0.08
Address Monitor (single)	\$0.01
Address Monitor (multiple)	\$0.01
Best Address for Government	\$0.07
NCOA	\$0.01
EDA Phones - Directory Assistance Match on Input (single)	\$0.03
EDA Phones - Directory Assistance Match on Input (multiple)	\$0.04
EDA Phones Monitor (single)	\$0.01
EDA Phones Monitor (multiple)	\$0.02
Phone Finder - Basic Search	\$0.50
Phone Finder - Premium Search	\$0.60
Phone Finder - Ultimate Search (not discounted)	\$0.65
Contact Plus with Address (single) (not discounted)	\$0.31
Contact Plus with Address (multiple) (not discounted)	\$0.36
Waterfall Phones (single)	\$0.07
Waterfall Phones (multiple)	\$0.09
Waterfall Phones Monitor (single)	\$0.01
Waterfall Phones Monitor (multiple)	\$0.02
Landline	\$0.31
Real Time Phone Search	\$0.25
Reverse Phone	\$0.09
Address and Phone (single)	\$0.20
Address and Phone (multiple)	\$0.24
Address and Phone Monitor (single)	\$0.01

BATCH PRODUCTS	PER INPUT PRICE
Address and Phone Monitor (multiple)	\$0.02
Address and/or Phone Confirmation (requires address or phone process) (single) (charged per search)	\$0.03
Address and/or Phone Confirmation (requires address or phone process) (multiple) (charged per search)	\$0.04
Email Addresses	\$0.16
Phone Line Type (CELL, PAGER, POTS (Plain Old Telephone Service), VOIP (Voice Over IP), TIME, WEATHER, Puerto Rico/US Virgin Isl) (charged per search)	\$0.05
Phone Line Type Monitoring (not discounted)	\$0.10
IDENTITY	
LexID -- Best	\$0.32
LexID -- Unique Identifier Only	\$0.02
Date of Birth	\$0.05
Most frequently reported SSN and/or Best SSN	\$0.32
Best SSN for Government	\$0.32
Person Locator (includes Best Name, Address, Phone)	\$0.15
Red Flags	\$0.10
Up to five AKA's including DOB	\$0.10
ICR Basic	\$0.75
ICR with Phones	\$1.25
RELATED INDIVIDUALS	
Associates	\$0.50
Neighbors	\$0.24
People at Work	\$0.40
People at Work Monitor	\$1.00
People At Work (Flag)	\$0.02
Relatives	\$0.95
DEMOGRAPHICS	
Driver's License Locator	\$0.06
Marriages & Divorces	\$1.00
Professional Licenses	\$0.15
Provider Screening	\$6.00
Voter Registration Search	\$0.04
ASSETS	
Beneficiary Data Discovery	\$3.00
FAA Aircraft	\$0.01
Motor Vehicle Registration	\$0.20
Motor Vehicle Registration (Flag)	\$0.01
Real Time Motor Vehicle Registrations	\$1.50
Non-Registered Vehicle Indicator	\$2.50
Non-Registered Vehicle Indicator (does not include Real-Time Gateway)	\$2.00
Non-Registered Vehicle Indicator (Real-Time Gateway only)	\$1.50
Property	\$0.30
Property Capital Gains Indicator (not discounted)	\$10.00
Property Fraud Discovery (not discounted)	\$3.00
Property Monitor	\$1.00
Homestead Exemption	\$2.00
Watercraft Registration	\$1.00
Luxury Asset Tax	\$5.00

BATCH PRODUCTS	PER INPUT PRICE
HEALTHCARE	
NCPDP (National Council for Prescription Drug Programs)	\$2.00
Patient Household Attributes (not discounted)	\$0.05
Short Term Rental Indicator	\$1.50
BUSINESS	
Active/Inactive Company	\$0.06
Business Address	\$0.13
Business Credit Report Attributes (not available for Financial Institutions or Telcos) (not discounted)	\$3.00
Business Credit Score (not available for Financial Institutions or Telcos) (not discounted)	\$1.50
Business Failure Score (not available for Financial Institutions or Telcos) (not discounted)	\$1.50
Business Email Addresses	\$0.12
Business Fax Number	\$0.03
Business Phones	\$0.06
Business Property Ownership (Flag)	\$0.01
Business Registration Indicator	\$5.00
Business Search Full Package (includes: FEIN, Parent/Subsidiary, SIC & Descriptions, Number of Employees, Sales/Revenue for Company, Active/Inactive, URL, Business Property Ownership flag, UCC Flag, Tax Lien Flag, Judgment Flag, Business Phones, Business Fax Number, Business Address, Business Email Addresses, Business Updated Address, Executives, Responsible Party for Business Name, Responsible Party Phone)	\$3.00
Business Updated Address	\$0.10
Company Contact Package (includes: Business Phones, Business Fax Number, Business Address, Business Email Addresses, Business Updated Address, Executives, Responsible Party for Business Name, Responsible Party Phone)	\$1.75
Company Information Package (includes: FEIN, Parent/Subsidiary, SIC & Descriptions, Number of Employees, Sales/Revenue for Company, Active/Inactive, URL Search, Business Property Ownership flag, UCC Flag, Tax Lien Flag, Judgment Flag)	\$1.75
Corporation / Limited Partnerships Filings	\$0.40
Executives	\$0.06
FEIN	\$0.15
Judgment (Flag)	\$0.01
Number of Employees	\$0.08
Parent/Subsidiary	\$0.06
Responsible Party for Business Name	\$0.05
Responsible Party Phone	\$0.05
Sales/Revenue for Company	\$0.13
Secretary of State	\$0.40
Tax Lien (Flag)	\$0.01
UCC Filings	\$0.80
UCC Filings (Flag)	\$0.01
URL	\$0.03
DEROGATORY AND DECEASED (Non-FCRA)	
Wage Garnishment	\$0.20
Civil and Criminal Records	\$0.10
Civil and Criminal Records (Flag)	\$0.03
Civil and Criminal Records Monitor	\$0.01
Deceased (Flag)	\$0.01
Deceased	\$0.01
Deceased Monitor	\$0.01

BATCH PRODUCTS	PER INPUT PRICE
Bankruptcy Events Scrub (Non-Monitored)	\$0.50
Bankruptcy Events Collection (Chapter 7)	\$1.00
Bankruptcy Events Collection (Chapter 13)	\$3.00
Foreclosure (or Pre-Foreclosure)	\$0.04
Foreclosure (or Pre-Foreclosure) (Flag)	\$0.01
Judgment and Lien	\$0.02
Foreclosure (or Pre-Foreclosure) Monitor	\$0.01
Judgment and Lien (Flag)	\$0.01
Judgment & Lien Monitor	\$0.01
LexisNexis Contact Risk (Flag)	\$2.00
LexisNexis Contact Risk	\$2.50
LexisNexis Contact Risk Monitor	\$2.50
Possible Incarceration	\$0.01
Possible Incarceration (Flag)	\$0.01
Possible Incarcerations Monitor	\$0.01
Sex Offender Search (review of existing file)	\$0.01
Negative News	\$25.00
Suspicious Identity (Flag)	\$0.10
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
COMPREHENSIVE REPORT: Summary Report, Phones Plus, Bankruptcy, Liens & Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, National Motor Vehicle Accident Search & Report, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	\$6.00
ENTITLEMENT REPORT: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders. Results can be restricted by the user to their applicable dates of interest.	\$4.00
FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	\$3.50
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$0.50
Associated People	\$0.50
Bankruptcy	\$1.00
Business Registrations	\$0.13
Corporation Filings	\$0.40
Dun & Bradstreet Records (not discounted)	\$3.75
FAA Aircraft	\$0.08
Internet Domain Names	\$0.03
IRS 5500	\$0.10
Liens and Judgments	\$0.25

BATCH PRODUCTS	PER INPUT PRICE
Motor Vehicles	\$0.15
Properties	\$0.30
UCC Filings	\$0.40
Watercraft	\$0.30
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
Associates	\$0.50
Bankruptcy	\$1.00
Criminal Records	\$1.00
Driver Licenses Information	\$0.15
Liens and Judgments	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.15
National Motor Vehicle Accident Search & Report	\$0.60
Neighborhood Profile (2000 Census)	\$0.25
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.24
People at Work	\$0.40
Phones Plus	\$0.50
Professional Licenses	\$1.00
Properties	\$0.30
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.95
Sexual Offenses	\$1.00
Supplemental Data Sources	\$1.00
UCC Filings	\$0.80
SCORING	
RecoverScore	\$0.95
Portfolio Evaluation Report	Custom
DEROGATORY AND DECEASED – BANKO (FCRA)	
Bankruptcy (Flag)	\$0.01
Bankruptcy (Short)	\$0.01
Bankruptcy (Short) Monitor	\$0.01
Bankruptcy (Full Record)	\$0.02
Bankruptcy Monitor (Full Record)	\$0.01
Banko Events Monitoring	\$0.50
Deceased (Flag)	\$0.01
Deceased	\$0.01
Deceased Monitor	\$0.01
Electronic Bankruptcy Notification (EBN)	\$0.60
Bankruptcy + Electronic Bankruptcy Notification (EBN)	\$0.60
Bankruptcy Events Scrub (Non-Monitored)	\$0.50
Bankruptcy Events Collection (Chapter 7)	\$1.00
Bankruptcy Events Collection (Chapter 13)	\$3.00

Identity Resolution and Fraud Detection

Address improper payments, reduce wasteful abuse of public funds and control access to critical information with LexisNexis Identity Management and Fraud Detection solutions.

The potential for identity theft and fraud is high due to the frequency of incomplete or inaccurate information throughout the entitlements lifecycle.

Our solutions combine best-in-class data fusion and analytics to efficiently and securely analyze seemingly unrelated pieces of data to provide a multi-faceted view of your subject.

These are just a few of the reasons why more than 4,000 agencies across the country use our robust, flexible tools to control access to, prevent identity theft, fraud and ensure benefits and services get to the right citizens in a timely manner.

Instant Authenticate (identity authentication quiz)	\$0.90/input
Instant Verify	\$0.35/input
Instant ID Q&A	\$1.30/input
Tax Refund Investigative Solution (Identity Integrity Solution)	\$2.00/input (minimum order is \$400,000)
ICR (Identity Contact Resolution)	\$0.75/input
ICR (Identity Contact Resolution) + Phones	\$1.25/input
Capital Gains Solution (Batch Tax Evasion Solution)	\$10.00/input

XML

XML access provides real-time, machine-to-machine delivery of LexisNexis data. Agencies may integrate our data into their processes and customize where and how the content appears in their applications or products. Agencies would be conducting XML programming for sending requests and receiving outputs.

Pricing is per hit unless otherwise indicated.

PRICE SCHEDULE	
FEATURES	PRICE
Advanced Person Search	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Basic Lookup (not discountable)	\$0.10
Business InView Credit Report (not available to Financial Inst. or Telco; other restrictions apply) (not discountable)	\$15.00
Business InView Report (not available to Financial Inst. or Telco; other restrictions apply) (charged per hit) (not discountable)	\$6.00
Business Search (charged per search) (not discountable)	\$0.35
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Search	\$0.25
Concealed Weapons Permit	\$0.25
Contact Plus Search	\$0.65
Corporation Filings (Report Included Except In Delaware)	\$1.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25

Death Records Report (charged per search)	\$1.00
Directory Assistance Reverse Search (Reverse Directory)	\$0.10
Disclosed Entity Report (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Driver Licenses Report	\$0.25
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Firearms & Explosives	\$0.25
Find a Business (charged per search)	\$0.50
Florida Accidents Search (Report Included)	\$2.00
Foreclosures Search (Report Included)	\$1.00
Healthcare Provider Search	\$0.25
Healthcare Provider Report	\$5.00
Healthcare Provider Sanction Search	\$0.25
Healthcare Provider Sanction Report	\$5.00
Healthcare Consolidated Provider License and Sanction Report	\$10.00
Healthcare Consolidated Search Service (charged per search)	\$5.00
Hunting/Fishing Licenses	\$0.25
Internet Domains	\$0.25
LexID – Unique Identifier Only	\$0.02
LexID Best (Best Name, Address, SSN, DOB, DOD, Phone, LexID Unique Identifier)	\$0.35
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Mortgage Fraud Report (All Report Options)	\$6.00
Address History per subject	\$2.00
Employer Validation per subject	\$0.35
InstantID® Consumer Verification per subject	\$0.65
Property Chronology History (charged per search)	\$3.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
National Accident Report (charged per search)	\$2.00
National UCC Filings (Report Included)	\$1.00
Neighbors Report	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Official Records Search (Report Included)	\$0.25
Patient Household Attributes (not discountable)	\$0.05
People At Work Search	\$1.00
Person Search (not discountable)	\$0.35
Phone Finder - Basic Search (per input)	\$0.50
Phone Finder - Premium Search (per input)	\$0.60
Phone Finder - Ultimate Search (per input) (not discountable)	\$0.65
Phones Plus	\$0.50
Professional Licenses (charged per search)	\$1.00
Property	\$2.00
Property Report	\$2.00
Property History (charged per search)	\$3.00
Rate Evasion Evaluation Analytical Tool: Basic Report Includes: Identity Validation, Matching Index, Previous Addresses, Reverse Phone, Driver's	\$1.00

License, Motor Vehicle Registrations, Additional Drivers, Other Potential Additional Drivers.	
Real Time Motor Vehicle Registrations (charged per search)	\$3.50
Real Time Phone Search (charged per search) (not discountable)	\$0.50
Relatives, Neighbors & Associates	\$2.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
Social Media Locator (not discountable)	\$4.00
Tax Refund Investigative Solution	\$2.00
USA Patriot Act (charged per search)	\$0.25
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Address Report	\$1.00
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Risk Compliance Report (Access Restrictions May Apply) (charged per hit)	\$17.00
Comprehensive Report (Best Value): Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting / Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records And Sexual Offenders.	\$6.00
Contact Card Report: Summary Report (With Property Indicator, Corporate Affiliations Indicator, Names Associated With Subject), Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Phones Plus (Optional), Address Summary, And Bankruptcy Information.	\$3.50
LexisNexis Identity Fraud Report (charged per search)	\$5.00
Finder/People Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Relatives, Neighbors, & Associates Report	\$2.00
Smartlinx® Business Report (charged per search)	\$20.00
Smartlinx® Person Report (charged per search)	\$20.00
Comprehensive Business Report (Base Report Features: Name, Address And Phone Variations, Parent Company, ID Numbers And Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People or Executives	\$1.00
Bankruptcy (charged per search) (not discountable)	\$1.00
Business Registrations	\$0.25
Company Profile Or Registered Agents	\$1.00
Corporation Filings	\$1.00

Dun & Bradstreet Records (not discountable)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (charged per search)	\$0.25
Motor Vehicles	\$0.75
Professional Licenses (charged per search)	\$1.00
Properties	\$1.00
UCC Filings	\$0.50
Watercraft	\$1.00
Custom Comprehensive Report: Base Report: Others Using Same SSN, Date and Location where SSN Issued, Comprehensive Report Summary, Address Summary, Company Header.	\$0.50
Additional Report Options:	--
Associates	\$1.00
Bankruptcy (charged per search)	\$1.00
Concealed Weapon Permits	\$0.25
Corporate Affiliations	\$1.00
Criminal Records (charged per search)	\$1.00
DEA Controlled Substance	\$0.25
Driver Licenses Information	\$0.75
Email Addresses	\$0.40
FAA Aircraft	\$0.25
FAA Certifications (Pilots)	\$0.25
Federal Firearms & Explosives Licenses	\$0.25
Fictitious Businesses	\$0.50
Florida Accidents	\$2.00
Foreclosures	\$1.00
Global Watchlists	\$0.25
Healthcare Providers	\$0.25
Healthcare Sanctions	\$0.25
Hunting & Fishing Licenses	\$0.25
Liens And Judgments (charged per search)	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
Neighborhood Profile (2010 Census)	\$0.50
Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
People At Work	\$1.00
Phones Plus	\$0.50
Professional Licenses (charged per search)	\$1.00
Properties	\$1.00
Relatives (Up to 3 Degrees of Separation)	\$1.00
Sexual Offenders (charged per search)	\$1.00
UCC Filings	\$1.00
Voter Registration	\$0.25
Watercraft	\$1.00

Accurant Virtual Crime Center (AVCC)

The Accurant Virtual Crime Center (AVCC) is a ground breaking product for U.S. law enforcement agencies. LexisNexis applies its world class linking technology to people, businesses, vehicles and phones from law enforcement data. This linking technology automatically links people found in Record Management System data, Call For Service data, License Plate Reader data, Offender databases, and many other databases found in law enforcement agencies.

AVCC Pricing	
# of Sworn Officers	Annual Subscription Price per User Agency
8001+	\$650,000
2001-8000	\$262,000
1501-2000	\$132,000
1001-1500	\$93,750
751-1000	\$62,500
501-750	\$43,750
250-500	\$31,250
151-249	\$18,750
50-150	\$17,400
Under 50	\$12,000

- Price increases will be consistent with the escalation schedule described in Section VIII of the Statement of Work.
- Above pricing is only for jurisdictions with 5m or less population served.
- Includes one Data Interface implementation, maintenance and hosting.



Exhibit G: LexisNexis, a division of RELX Inc. | Contractor's Terms & Conditions

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES

April 11, 2016

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the Department of General Services, Procurement Division for the State of California ("DGS" or the "State") and authorized users under the DGS or State entering into subscription agreements with LN under the Master Service Agreement as set forth in Exhibit A.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

- (a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms found later in this document. Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;
- (b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
- (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Master Service Agreement and the applicable User Agency subscription agreement;
- (d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;
- (e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance

provided all other Materials are purged promptly upon the expiration of this Master Service Agreement or the applicable User Agency subscription agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the Master Service Agreement.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under license. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused. You may not access or otherwise use the Online Services if you are

identified on, and You may not provide access to the Online Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN, without notice. However, prior to LN changing any of the fees/rates set forth in the Master Service Agreement or removing or adding a new product; LN will first notify the State Contract Administrator, with 90 days' prior notice, to assess if an amendment to the Master Service Agreement is required if such changes are deemed material by the State of California.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Master Service Agreement or the applicable User Agency subscription agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Agreement.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly in the Master Service Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether

you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS MASTER SERVICE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, or copyright infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Master Service Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Master Service Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS.

5.1 These General Terms and Conditions, including the Additional Terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these General Terms and Conditions by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services You may terminate the Agreement upon written notice to LN if any change to these General Terms and Conditions by Directive is unacceptable to you. Except as provided above, these General Terms and Conditions may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties.

5.2 LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Agreement and, if lawfully permissible, will provide the State Contract Administrator with prior notice of such suspension or discontinuation of use for an Authorized User(s) and LN may pursue any other legal remedies available to it.

5.3 RESERVED.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Master Service Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. If you fail to cooperate with LN, then LN will notify the State Contract Administrator as soon as lawfully permissible, in respect to a failure to cooperate. However, during any period of non-cooperation and as long as LN is unable to provide Regulated Data to you, to the extent it is based on your non-cooperation, then LN is not under any obligations to reduce the fees to the extent it cannot provide Regulated Data to you.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User; and (e) all notifications related to the Security Event will be solely at your expense.

5.8 Reserved

5.9 The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of Master Service Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.

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These Supplemental Terms for Specific Materials contain terms applicable to certain Materials. You may not have access to all of the Materials referenced herein.

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The products shall not be reproduced, revealed, or made available in whole or in part to anyone (including voluntarily in legal proceedings) else unless required by law. You may retain D&B materials accessed through LexisNexis for up to 12 months, after which you shall immediately delete, destroy or return all originals and copies of such D&B materials, except such materials as you may be required, by applicable law or government regulation for backup purposes - - materials retained for such backup purposes shall not be used for any other purpose and shall be destroyed promptly after the retention period required by such law or regulation expires.

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14. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data VIN Gateway Services Direct Auto Market Restrictions

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies ("Direct Auto Market"), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

A. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners' names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.

B. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.

- C. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
- D. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
- E. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
- F. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
- G. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financiers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
- H. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
- I. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
- J.OEM/AOT: Using VIN Gateway Data for removal of non-owner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
- K. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
- L. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB 5A Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA 5A Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

M. Implement Strong Access Control Measures

- 1.If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
- 2.If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
- 3.Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.

4. Develop strong passwords that are: Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)

Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts

For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)

5. Passwords (e.g. user/account password) must be changed immediately when: Any system access software is replaced by another system access software or is no longer used

The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information

Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)

It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments

6. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).

7. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.

8. Active logins to credit information systems must be configured with a 30-minute inactive session timeout.

9. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data

10. Ensure that Subscriber's employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose

11. Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

N. Maintain a Vulnerability Management Program Implement Strong Access Control Measures

1. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.

2. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

3. Implement and follow current best security practices for computer virus detection scanning services and procedures: Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.

Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.

If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

O. Protect Data

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

2. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.

3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

4. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
5. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
6. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code
7. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
8. Only open email attachments and links from trusted sources and after verifying legitimacy.
9. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
10. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

P. Maintain an Information Security Policy

1. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
2. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
3. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
4. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

Q. Build and Maintain a Secure Network

1. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
4. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
5. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
6. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
7. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

R. Regularly Monitor and Test Networks

1. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
2. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
3. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by: protecting against intrusions; securing the computer systems and network devices; and protecting against intrusions of operating systems or software.

S. Mobile and Cloud Technology

1. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
2. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
3. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
4. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
5. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
6. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
7. When using cloud providers to access, transmit, store, or process Experian data ensure that: Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian: ISO 27001

PCI DSS

EI3PA

SSAE 16 – SOC 2 or SOC3

FISMA

CAI / CCM assessment

T. General

1. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
2. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual authorized users.

3.Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.

4.Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements: Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.

Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.

Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other

5.Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.

6. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.

7. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.

8. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.

9.Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.

10.Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.

11.When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

U. General requirements:

1. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.

2.. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

3.. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to

change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.

4. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

V. Roles and Responsibilities

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.

2. The Head Security Designate is acting as the duly authorized representative of Subscriber.

3. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.

4. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

W. Designate

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.

2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).

3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.

4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.

5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.

6. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services

7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.

8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.

9. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).

FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI/CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

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Exhibit 1**LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT****1. SUBSCRIPTION LICENSE GRANT.**

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b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

- (a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software (“Software Problem”) and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis *for* Microsoft software product (Lexis *for* Microsoft Office, Lexis *for* Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis *for* Microsoft Software product offering you have selected in the Subscription Agreement (for purposes of this Section 4.1(c) “Your Subscribed Product”) and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis *for* Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements (“Updates”) during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN’s warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an “Upgrade”) free of charge as such Upgrades become commercially available from LN. LN’s distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis *for* Microsoft software product.

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4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days’ written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate t this subscription service and this EULA upon 10 days’ written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN’s remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party’s obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN’s sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED “AS IS.” ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "ASIS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN’S

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7. FEES AND PAYMENT FOR SUBSCRIPTION.

Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

8. TERMINATION.

Upon termination, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination will not be an exclusive remedy and all other remedies will be available to either party. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

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12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 Reserved

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

Prison Solutions Terms and Conditions

TERMS FOR ALL PRISON PRODUCTS

The following additional terms are for the implementation of any and all Products, whether DP-Type or OS-Type Products. Depending on the type of Product, additional terms in an additional corresponding section below also apply.

1. Preliminary Definitions (other definitions elsewhere herein)
 - 1.1. “Authorized Users” means each of the Customer’s employees and inmates under Customer’s control and supervision at Customer’s facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product in additional terms related to that Product in this Agreement.
 - 1.2. “Materials” means the materials available in or through the Product.
 - 1.3. “LexisNexis” or “LN” means LexisNexis, a division of RELX Inc., a Massachusetts corporation.
2. License; Restrictions on Use; Products
 - 2.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:
 - 2.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User’s individual use to no more than one person at a time;
 - 2.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product (“Authorized Printouts”);
 - 2.1.3. The right to retrieve via downloading commands of the Product and store in machine-readable form, primarily for one person’s exclusive use, a single copy of insubstantial portions of Materials included in any individual file, provided that storage is for no more than 90 days; however, for court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories, the storage need not be limited to 90 days but must comply with other restrictions in this Agreement; and
 - 2.1.4. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.
 - 2.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.
 - 2.3. Customer and its Authorized Users are not permitted to:
 - 2.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;
 - 2.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;
 - 2.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or
 - 2.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or
 - 2.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.
 - 2.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.
 - 2.5. Proprietary Rights
 - 2.5.1. The Product and Materials and any copyrights, trademarks, patents, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.
3. Pricing; Payment
 - 3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).
 - 3.2. Customer will have the time set forth Exhibit B of the MSA to pay each invoice.
 - 3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.
4. Term and Termination
 - 4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period (“Term”).
 - 4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other, and if LN terminates then LN will refund to the Customers any pre-paid fees already paid by Customer to LN that pertain to services that are after the effective date of termination. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this



Section, then Customer will pay all charges incurred up to the date of termination.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder

5. Warranties; Liabilities/Remedies

5.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

5.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

5.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN

LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. If there is a breach of the warranty in Section 5.1 above, then LN at its option and expense, shall either defend or settle any action and hold Customer harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark or copyright infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized Users; (iii) Customer gives LN prompt notice of any such claim; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

5.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of infringement, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

5.10. The provisions of Sections 5.8 and 5.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not



authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

- 5.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).
- 5.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

6. Miscellaneous

- 6.1. Reserved
- 6.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.
- 6.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.
- 6.4. This agreement may be changed from time to time only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). For all other provisions in this Agreement, LN will notify the State Contract Administrator, providing 90 days' notice, to assess if an amendment is necessary to the Master Service Agreement. If any changes are made to this Agreement by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated LN customers using these services. You may terminate the Agreement upon written notice to LN if any changes to this Agreement by Directive are unacceptable to you. Except as provided above, this Agreement may not be

supplemented, modified or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties.

- 6.5. The sections of this Agreement that by their nature survive termination or expiration of this Agreement shall so survive termination or expiration of the Agreement.
- 6.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- 6.8. This agreement shall be governed by and construed in accordance with the laws of the State of California regardless of the law that might otherwise apply under applicable principles of conflicts of law.
- 6.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.
- 6.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products and Materials subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.



ADDITIONAL TERMS FOR DP-TYPE PRODUCTS

The following terms are additional terms for the implementation of DP-Type Products. For DP-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular DP-Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

I. Preliminary Definitions (other definitions elsewhere herein)

- I.1. "Product" includes the Distributed Product (or "DP") that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.
- I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

II. DP-Type Service

- II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.
- II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).
- II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

III. Pricing; Payment

- III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

- III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

IV. Termination

- IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.

V. Warranties; Liabilities/Remedies; other

- V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.
- V.2. ALL REFERENCES IN THE "ADDITIONAL TERMS FOR ALL PRODUCTS" SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

ADDITIONAL TERMS FOR OS-TYPE PRODUCTS

The following terms are additional terms for the implementation of OS-Type Products. For OS-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular OS-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides OS-type Products.



- A. Preliminary Definitions (other definitions elsewhere herein)
 - A.1. "Product" includes the service (or "OS") that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.
 - A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.
- B. Additional License Terms for types of OS Access
 - B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access and Staff Only access, as may be provided pursuant to this Agreement)
 - B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.
 - B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.
 - B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.
 - B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.
 - B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).
 - B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.
 - B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)
 - B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.
 - B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.
 - B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.
 - B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.
 - B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number



as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

- B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.
- B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.
- B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.
- B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.
- B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate has access to something prohibited.



Print Sections

Terms Applicable to Print or Electronic Publications

The terms and conditions listed below govern access to, and use of Publications as supplied by RELX Inc. and its affiliated companies (collectively “RELX”) and the materials and content available therein (“Materials”) (together, the “Publication Services”) by the User Agencies.

The following are definitions for additional terms used below.

“Publications” include Electronic Publications and print publications.

“Electronic Publications” include electronic publications such as CD-ROM, DVD-ROM, flash drive, PDF, eBook, video, audio, or other publications distributed electronically, provided that such electronic publications are single-copy/single-user only.

“Updates” are any supplementation, release, replacement volume, new edition and/or updates to the Publication.

- 1) **Subscriptions** – RELX will provide subscription services for the Publications designated on the Subscription Agreement. Publication subscriptions include automatic shipments of Updates during the subscription period indicated in the Subscription Agreement and will be billed when shipped at the then-current MSA rates including available discounts. Then-current rates are determined by the process below in “Additional pricing information for subscriptions.” Anniversary billed Publications will be billed at the then-current rates. The RELX sales representative will provide frequency and historical pricing information related to Publications and Updates upon request.
- 2) **RESERVED**
- 3) **Additional pricing information for subscriptions:**
 - a) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing), does not include tax. All prices are F.O.B. destination; freight prepaid by RELX, to the User Agency’s receiving point.
 - b) By placing an order, the User Agency agrees it has been advised of the number of Updates and the cost related to the Updates that were made to the Publications during the prior year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year’s subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but the User Agency may use such provided prior year frequency and price of Updates as a rough estimate of future shipments. The User Agency may call Support at 800-833-9844 for additional information on Update frequency and price.
- 4) **Cancellation and Return Information:**
 - a) The User Agency may cancel any subscription at any time by calling Customer Support at 800.833.9844; by mailing (postage paid) written notice of cancellation to us at RELX Attn: Publications Customer Support, 9443 Springboro Pike, Miamisburg, Ohio 45342; or via <https://support.lexisnexis.com/print> . If a User Agency cancels a Subscription on any component of a product bundle or multi-media subscription, then the User Agency will not be eligible for any of the discounts offered in connection with such order. The User Agency



will receive a supplemental invoice for the remaining components of the product bundle or multi-media subscription order at their list price.

- b) Shipments must be returned within 30 days of receipt, at the User Agency's expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with the User Agency's return. A return shipping label is not provided. A User Agency can send its return to the following address:

RELX
ATTN: LN/MB Publications
136 Carlin Road
Conklin, NY 13748-1531

- c) If a User Agency cancels a Service Subscription between 31 and 60 days after the invoice date and the User Agency return the product at its expense, it will receive a 5/6th credit of the price for the annual subscription. To receive any credit, the User Agency must return all product(s) shipped during the applicable subscription period at its expense within the applicable cancellation period listed above.
- d) If a User Agency returns a Non-Service Subscription at its expense within 30 days of shipment, the User Agency will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel the subscription.
- e) No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States.
- f) All eBooks and CDs are non-cancellable and nonreturnable.
- g) For any returns, a 20% restocking fee may be charged.

5) Grant of License and Restrictions on Use re: Electronic Publications

- a) The User Agency is granted, during the term of the subscription to the Publication ordered, a nonexclusive, non-transferable, limited license to access and use the Electronic Publications and Materials from time to time made available by RELX to that User Agency only for the internal purposes of: (a) research or study; and (b) providing professional services to the User Agency's clients. Electronic Publications provided under these Terms are single-user. Multiple copies of an Electronic Publication may be purchased, but each copy may only be provided to one Authorized User, and may not be shared, loaned or otherwise used by other than that Authorized User (defined below) to whom it is first assigned.
- b) With respect to access to the Electronic Publications, User Agencies agree that: only the ordering User Agency's employees, temporary employees, current students, faculty, and contractors dedicated to performing work exclusively for such User Agency (to the extent those categories of persons are appropriate to the User Agency's situation) that are also US-based are eligible to access and use the Electronic Publications and Materials ("Eligible User"). Without limitation, external professional service providers, such as attorneys, accountants, outsourcers and public relations firms, are specifically excluded from being Eligible Persons; and the term "Authorized User" means an Eligible Person to which the User Agency has assigned the Electronic Publication.
- c) The User Agency is responsible for all use of Electronic Publications issued to such User Agency's Authorized Users, including associated charges, whether by Authorized Users or others. User Agencies will use reasonable commercial efforts to prevent unauthorized use by their Authorized Users and will promptly notify RELX, in writing, if they suspect misuse.



- d) Using the commands of Electronic Publications (or the platform in which it is provided) and to the extent permitted by applicable copyright law and not further limited or prohibited by Additional Terms, the ordering User Agency and its Authorized Users may (as it relates to Electronic Publications): (i) unless otherwise restricted by the embedded DRM, occasionally transfer the Electronic Publication from one Display Device (e.g., an old eBook reader to a new eBook reader) to another so long as the Electronic Publication is displayed on only one Display Device at a time; and (ii) not remove, disable, or defeat any functionality in the Electronic Publication designed to limit or control access to or use of the Electronic Publication.
- e) User Agencies and their Authorized Users may not: (i) remove or obscure the copyright notices or other notices contained in Materials (ii) offer any part of the Electronic Publications or Materials for commercial resale or commercial redistribution in any medium or use the Electronic Publications or Materials to compete with the business of RELX.
- f) All right, title, and interest (including all copyrights and other intellectual property rights) in the Electronic Publications and Materials, regardless of the form of medium, belong to RELX or RELX's third party suppliers. The State and the User Agencies acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Electronic Publications, or copies thereof, except the limited rights granted herein.
- g) User agencies will respect and deploy the DRM settings on the Electronic Publications as designated by RELX that may restrict burning, copying, sharing and/or printing of the Electronic Publications. In the event RELX learns of attempts to circumvent such DRM protections either by the User Agencies or their Authorized Users, RELX shall in its sole discretion, be permitted to temporarily suspend and/or permanently terminate Authorized User's and/or the User Agencies' access to the Electronic Publications, including but not limited to communicating to the User Agency of the violation and requiring that the User Agency have the Authorized User(s) cease use of the Electronic Publication.
- h) Materials and features of Electronic Publications may be added to, withdrawn from, or otherwise changed by RELX without notice.
- i) Materials and Electronic Publications are further limited by and subject to conditions contained within (i) a publication or product, or, (ii) as it relates to the use of the delivery mechanism, the delivery mechanism (collectively, "Additional Terms"), all of which are incorporated by reference herein. Any conflict between the provisions of these terms related to Publications and the Additional Terms will be resolved in accordance with the order of precedence clause below.

6) LIMITED WARRANTY

THE PUBLICATION SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND RELX DISCLAIMS ALL WARRANTIES WITH RESPECT TO PUBLICATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. RELX DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIAL CONTAINED IN THE PUBLICATIONS. WITH RESPECT TO A PUBLICATION, RELX WARRANTS IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM RECEIPT. THE EXCLUSIVE REMEDY OF THE STATE AND USER AGENCY AND THE SOLE OBLIGATION OF RELX WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.



7) LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL RELX BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO ANY PUBLICATION OR SOFTWARE. THE ENTIRE LIABILITY OF RELX TO THE STATE AND ANY USER AGENCY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH PUBLICATIONS SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES OF THE STATE AND THE USER AGENCY NOT TO EXCEED THE TOTAL AMOUNT THE USER AGENCY PAID TO RELX FOR THE PUBLICATION THAT GAVE RISE TO THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. The provisions of Clauses 6 and 7 shall constitute the sole and exclusive remedies related to the Publications.

8) OTHER TERMINATION RIGHTS

- a) RELX may, without notice to the State or User Agency, suspend or terminate subscriptions to Publications hereunder: (a) if the State or a User Agency breaches this Agreement or otherwise infringes on any intellectual property rights granted herein; or (b) if the State or User Agency breaches or otherwise fail to comply with any other obligation in this Agreement (including payment obligations).
- b) If the Electronic Publication has an expiration date, the User Agency will cease use of, and destroy the outdated Electronic Publication. RELX disclaims any and all liability associated with use of outdated Electronic Publications or Electronic Publications beyond their expiration date, if any. Additionally, for CDs, RELX and its licensors retain outright ownership of all CD-ROM discs. RELX does not require return of the CD-ROM discs delivered to the User Agencies either at the end of the subscription period covering the CD-ROM discs or upon receipt by the User Agency of replacement CD-ROM discs. Consequently, the User Agency will not be able to access CD-ROM discs delivered to them after their expiration date. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, the User Agency will cease use of and destroy the previous or outdated CD-ROM.

9) MISCELLANEOUS

- a) These terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these terms by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against the State Agency but will apply to all similarly situated LN customers using Publications. The User Agency may terminate the Agreement or this Exhibit upon written notice to LN if any change to these Terms by Directive is unacceptable to the User Agency. Except as provided above, these Terms may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties. If the parties are unable to agree on amendment such subscription to the Publications shall terminate upon 30 days written notice.
- b) Notices. Notices to RELX related to the Publications should be sent to the User Agency's account representative with a copy sent to LexisNexis, Attention: Chief Legal Officer, RE: Publication Services, 9443 Springboro Pike, Miamisburg, OH 45342.



- c) Limitation of Action. Neither the State nor the User Agency may bring a claim of action, regardless of form, arising out of or related to amounts billed or payments made more than 12 months after RELX first invoiced those amounts to the User Agency.
- d) Payment Options. Orders accompanied by full payment may be entitled to a discount. Subscription Service orders may be paid in full within 45 days from the date of the User Agency's monthly statement or in equal monthly installments based on the subscription term. If payments are made in equal monthly installments, then RELX or the applicable affiliated company will maintain a purchase money security interest in the product or publication until such time the outstanding charges are paid in full. All other invoices must be paid in full within 45 days from the date of the User Agency's monthly statement.
- e) Credit Investigation. The State and the User Agencies hereby authorize RELX to make whatever credit investigation RELX deems appropriate in order to provide the User Agency with a Publication.



Law360 – For California

User Agreement - Terms and Conditions of Use - Privacy Policy – Disclaimer

The use of www.Law360.com and all related and ancillary services and products (collectively, the “website” or “site”) is subject to the following terms and conditions.

1. GENERAL RULES.

1.1. This Agreement contains the terms and conditions for, and governs Client’s purchase and ongoing use of, certain of the news, media, data and related subscription services offered by RELX Inc. by way of its affiliate Portfolio Media Inc. (“RELX”) or (“Portfolio Media”) depending on the context) and subscribed to by Client (the “Services”), as indicated on Client’s Subscription Order Form (the “Subscription Form”) the terms of which are hereby fully incorporated herein and made a part hereof. By subscribing to or using the Services, Client agrees to abide by all of the terms and conditions of this Agreement, as it now exists and as may hereafter be amended. Without limiting the foregoing, the terms of this Agreement shall also govern, to the extent applicable, the use of any free daily e-mail newsletters signed up for, or subscribed to, by any Client, Authorized User or any free trial participant.

1.2. “Client” shall mean the individual or entity indicated on the Subscription Form on behalf of itself and all Authorized Users as such term is defined below. Client and RELX are sometimes referred to herein collectively as the “Parties” or individually as a “Party.” Without limiting the foregoing, the term “Client” shall also, as context requires, apply to any person that is accessing the publicly-available portions of the website or the Events Website (as defined below).

1.3. By accessing or using the Services, Client represents that Client is authorized to access and/or use the Services, and that the only individuals within Client’s organization accessing the Services are authorized and permitted to do so (each an “Authorized User”). Client and each Authorized User agrees to abide and be bound by all of the terms and conditions herein.

1.4. Client may not access or otherwise use the Services if Client is identified on, and Client may not provide access to the Services to any individuals identified on, OFAC’s list of Specially Designated Nationals, the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2. LAW360 CONTENT.

2.1. Scope of Services. The Services within the scope of this Agreement include only access to those Services indicated on the “Service Plan(s)” section of the Subscription Form and are provided subject to the terms of this Agreement. Certain other Law360 products and services may not be within the scope of the MSA and may be governed by separate agreements and terms of service.

2.2. Scope of Use. The Services and their contents are intended for Client’s personal, internal business, noncommercial, informational and/or educational use and may not be used for any other purposes, including Mass Distribution (as defined below).



2.3. Property of Portfolio Media. Except as explicitly provided in this Agreement, nothing herein shall be construed as granting or conferring on Client or any Authorized User any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory), rule or regulation, including, without limitation, those related to copyright or other intellectual property rights. Client acknowledges and agrees that title, ownership and all rights (including intellectual property rights) in and to the content of, and materials published on, the Services are and shall remain the property of Portfolio Media (or such other third party that may have granted Portfolio Media rights in such content).

2.4. Trademarks; Copyrights; Other Intellectual Property.

2.4.1. Law360 is a registered trademark of Portfolio Media. All of Portfolio Media's trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of Portfolio Media and, except as otherwise explicitly provided in this Agreement, may not be used, by Client without the express prior written consent of Portfolio Media.

2.4.2. All Services published and distributed by Portfolio Media are protected by copyright pursuant to U.S. and international copyright laws. Except as explicitly provided in this Agreement or with the express prior written consent of Portfolio Media (which may be granted or withheld in Portfolio Media's sole and absolute discretion), Client may not modify, publish, republish, transmit, retransmit, reproduce, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit or otherwise use, any of the content of the Services, including any images contained in the content of the Services (which, for the avoidance of doubt, may not be downloaded as stand-alone files), software or other computer-readable or computer-executable code, in whole or in part (collectively, the "Use Restrictions"). To the extent any action or usage constituting a violation of the Use Restrictions is otherwise explicitly permitted or authorized pursuant to this Agreement, such authorization is not intended to and shall not vest in Client any ownership interests or other rights of any kind beyond those expressly granted herein. Unauthorized use of the Services, including usage of the Services in violation of the Use Restrictions, shall be a material breach of this Agreement and may subject Client to legal action. Client agrees to abide by any and all additional copyright notices or restrictions contained in any content accessed via the Services.

2.4.3. **Digital Millennium Copyright Act ('DMCA') Notice.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a Client or Authorized User has a good faith belief that materials hosted by Portfolio Media infringe their copyright, they (or their agent) may send Portfolio Media a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Portfolio Media to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a Client or Authorized User believes in good faith that a notice of copyright infringement has been wrongly filed against them, the



DMCA permits such person to send Portfolio Media a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Website should be sent to RELX Inc. (c/o Portfolio Media), Inc., Attn: General Counsel, 860 Broadway, 6th Floor, New York, NY 10003, (tel) (646) 783-7100, (fax) (646) 783-7161. Portfolio Media suggests that users consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is Portfolio Media's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

2.5. Guest Columns and User-Generated Content. Certain aspects of the Services may include access to guest columns or other user-generated content, including, without limitation, the "Expert Analysis" sections on the website (collectively, "User Content"). Client understands and agrees that User Content may include information, views, opinions, and recommendations of third parties unrelated to, and unaffiliated with, Portfolio Media and that such User Content is provided without any endorsement, recommendation or representation or warranty from or by Portfolio Media and is made available solely for educational and/or informational, noncommercial purposes. Without limiting the foregoing, Portfolio Media is not responsible for the accuracy or legitimacy of such User Content and shall have no liability whatsoever to Client with respect thereto. Client shall be responsible for, and shall hold Portfolio Media harmless from, any use of User Content. Client further agrees that it shall be Client's sole responsibility to verify and/or confirm any information contained in the User Content prior to relying on it, in connection with which Client assumes all risk. Portfolio Media reserves the right to remove or modify User Content without notice to Client.

2.6. User Comments. The Services may be presented in such a way as to permit visitors to the website or users of the Services, who may be unaffiliated with Portfolio Media, to post or publish comments ("Comments") with respect to certain published content. Client understands and agrees that with respect to any Comments, Portfolio Media and the Services act merely as a passive conduit for any and all communication and/or distribution of information, and Portfolio Media does not control the Comments. Portfolio Media cannot and will not evaluate, and shall not be responsible for, the accuracy, reliability, completeness, veracity or suitability of any Comments or for verifying the identity of anyone posting a Comment. While Portfolio Media will endeavor to monitor Comments on the Services and flag and/or remove Comments which Portfolio Media finds unsuitable (as determined in its sole and absolute discretion) Portfolio Media shall be under no obligation to do so and shall have no liability to any party for failure to monitor or remove any Comments or User Content. Prior to being granted access to post Comments, individuals may be required to input or provide certain data or information, including (without limitation) their name and/or email address which may be displayed in connection with their Comment; Portfolio Media reserves the right to impose any additional restrictions or requirements with respect to Comments in its sole discretion.

2.7. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or services operated by parties other than, and unaffiliated with, Portfolio Media. Such links are provided for Client's convenience only. Portfolio Media does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. Portfolio Media's inclusion of links to such third-party websites does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Client agrees that Portfolio Media is not responsible for any such third-party websites and services or any content thereon and agrees to hold Portfolio Media harmless from any and all claims or liability arising from Client's use of such third-party websites or services. Any concerns or questions



related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

3. SUBSCRIPTION AND PAYMENT TERMS; TERMINATION.

3.1. Subscription Form. The terms and conditions of this Agreement are expressly incorporated into and made a part of each of Client's Subscription Form(s) which set forth payment terms, the Subscription Fee and a description of the Services to which Client has subscribed. Client hereby agrees to pay the Subscription Fee for the Services as invoiced after receipt by RELX of a signed Subscription Agreement, failure of which shall be a breach of this Agreement that may result in suspension or termination of Client's access to Services. The Subscription Fee is non-refundable.

3.1.1. Reserved.

3.2. Breach. Client's breach of any obligations under this Agreement may result in immediate termination of this Agreement and immediate suspension or termination of Client's access to the Services; provided that with respect to any non-monetary, curable breach, RELX will use commercially reasonable efforts to notify Client of, and grant Client the opportunity to cure such breach, although it shall be under no obligation to do so. In the event of such breach, Client shall remain liable for, and Portfolio Media shall not be obligated to refund or credit, any fees incurred for the full contract term as set forth in the Subscription Form. Without limiting the foregoing, Client acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of this Agreement.

3.3. Limited Rights after Termination. In the event of termination of this Agreement for any reason other than a violation of the Use Restrictions, Client may retain for its personal, noncommercial use, any materials or content of the Services that have already been delivered; provided, however, that Client agrees to be bound by the restrictions on distribution and dissemination of the content of the Services provided herein (including, without limitation, the Use Restrictions) even after termination of the term set forth in the Subscription Form. In the event of a termination resulting from a breach of the Use Restrictions, Client shall promptly return to RELX, or destroy (and provide RELX with a certification of destruction in compliance with this Section 3.3 by an officer or authorized person of Client) any and all materials or content of the Services in Client's possession or control within thirty (30) days of such breach.

3.4. Rights Regarding Section Reorganization and Website Reconfiguration. Client agrees and acknowledges that Portfolio Media reserves the right, in its sole and absolute discretion, to amend, alter, reorganize, reconfigure or otherwise change the interface, sections (and names of sections) and banners of legal news and data on the site (any such change, a "Section Reorganization"), provided that any such Section Reorganization shall not materially degrade the Client's access to information or services that are substantially similar to the Services for which Client subscribed pursuant to the Subscription Form.

4. ACCESS AND AVAILABILITY OF SERVICES.

4.1. Limited Right to Use, Save, and Distribute.

4.1.1. Except as provided herein, Client shall not use, save or distribute the content of the Services without the express prior written consent of Portfolio Media.



4.1.2. Client agrees not to grant access to the Services to any person other than an Authorized User and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. Client is responsible for ensuring compliance with the foregoing by each Authorized User in Client's organization. Client shall have a limited right to save the content of the Services for its personal, internal business or other noncommercial use. Client shall have, subject to Section 4.1.3. (Mass Distribution), a limited right to distribute the content of the Services to business associates, clients, and prospective clients or their respective representatives, agents, or assigns provided that Client has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to clients, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of Portfolio Media.

4.1.3. Mass Distribution. Client shall not engage in any Mass Distribution (as defined below) without the express prior written consent of Portfolio Media. Without limitation to any and all other remedies available to Portfolio Media (which are hereby expressly reserved), unauthorized Mass Distribution by Client shall be immediate grounds for suspension of Client's account and/or termination of Client's access to the Services. As used herein, 'Mass Distribution' means (i) the use, publication or inclusion of any content or materials (in whole or in part) obtained through use of the Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any Authorized User of Client (including, without limitation, via email or facsimile) containing specific content of the Services that is addressed to more than ten (10) individuals that are not Authorized Users (e.g., the simultaneous transmission of any article or other content of the Services to more than 10 recipients by any one Authorized User); (ii) setting up, creating, configuring or automating any email (or other) alert functionality of the Services on behalf of any non-Authorized User or utilizing email auto-forwarding or any similar email filter or functionality to distribute the content of any Services (including alerts) to any non-Authorized User, (iii) utilizing, configuring or distributing any of the content (in whole or in part) of the Services for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Services as a service bureau for any third party or non-Authorized User (iv) otherwise using or configuring the Services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Services on behalf of or for the benefit of any non-Authorized User or (y) undermines the ability of Portfolio Media, as determined in its sole and absolute discretion, to market or sell any of its services, including the Services, to any third party. Without limiting the foregoing, if Client, or any Authorized User of Client, desires to transmit a particular item or story contained in the Services to more than ten (10) individuals outside of Client's organization, Client must purchase a Law360 Reprint Package. More information about Law360 Reprint Packages can be found [here](#).

4.1.4. Any content otherwise permitted to be distributed pursuant to Section 4.1 must not be altered, abbreviated, or edited in any fashion without the prior express written consent of Portfolio Media; provided that, subject to the restrictions on Mass Distribution contained herein, Client shall have the limited right to use or excerpt brief quotations from such content so long as all such content is properly attributed to Portfolio Media and any other copyright owner identified in the content. All content of the Services permitted to be distributed by this Agreement must be clearly marked as originating from Portfolio Media and must preserve all original copyright and other notices contained thereon. Any copyright notice appended by Client to distributed content of the Services should be in a form substantially similar to the following: "Copyright [Current Year] Portfolio Media, Inc. Content may not be shared, reproduced, modified, published, distributed, or otherwise recreated in any fashion without the



express prior written consent of Portfolio Media, Inc. For inquiries about this article, please contact customerservice@law360.com.”

4.1.5. The provisions of Section 4.1 shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

4.2. Unlawful Use Prohibited. Client agrees not to use the Services for any unlawful purpose. Portfolio Media reserves the right to terminate Client’s access to the Services if Client’s use of the Services violates or, in Portfolio Media’s sole and absolute discretion, is likely to violate, any laws, regulations, or rulings, infringes upon another person’s rights, or violates the terms of this Agreement.

4.3. Responsibility. Client is liable for any damages resulting from any infringement of copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with the Client’s distribution or dissemination of any portion or content of the Services.

4.4. Technical Requirements. Client acknowledges and agrees that all features and content of the Services are subject to availability of a suitable or adequate internet connection, valid email account, computer equipment, and sufficiently available bandwidth at the time of Client’s attempted use or access. Client shall be solely responsible for procuring the necessary computer equipment and internet connection required for accessing and using the Services. Client shall hold Portfolio Media harmless from any failure or inability to access the Services resulting from Client’s failure to procure any such necessary equipment or services.

4.5. Publication Holidays. Client acknowledges and agrees that Portfolio Media may, in its sole discretion, opt to not publish or otherwise make available the Services, either in whole or in part, on any United States holiday or on any court holiday. Portfolio Media may, in its sole discretion, determine to change, add, or remove publication holidays hereunder.

4.6. Downtime; Service Outages or Unavailability. Client agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). Portfolio Media shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. Portfolio Media shall not be liable for, and Client agrees to hold Portfolio Media harmless from, any service interruption or unavailability of the Services as a result of Downtime, events beyond the reasonable control of Portfolio Media (including any Force Majeure Event), anticipated or scheduled maintenance of the Services or website, the publication holidays identified in Section 4.5 above or otherwise. Without limiting the foregoing, Portfolio Media shall not be responsible for (i) delivering or otherwise providing access to any Services that were published during Downtime or otherwise retroactively restoring, or reimbursing Client for, any content published during such Downtime (whether or not such content is subsequently available on the Services after such Downtime) or (ii) any interruption to the Services caused by Client or Client’s service provider(s) or other vendor(s) providing services to Client, for which Client assumes all liability and responsibility. For purposes of this Agreement, “Downtime” shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents Client’s access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services or Portfolio Media’s computer or server equipment controlling the same.



5. REGISTRATION, SECURITY, AND PRIVACY.

5.1. As part of the registration process, Client will be required to provide RELX with certain registration information, all of which must be accurate and updated, and which may include, without limitation, an authorized contact person's name; business address; business phone number; facsimile number; e-mail address; etc.

5.2. Portfolio Media is committed to protecting its clients' privacy. Portfolio Media uses the information it collects about clients to enhance the quality of the services that it provides. Technologies are rapidly changing as are the services that Portfolio Media offers. Therefore, these policies are subject to change. By using the Services, Client consents to the collection and use of this information by Portfolio Media. Sometimes, Portfolio Media may request that Client verify the information collected, either by sending Client an e-mail to check an online database or by mail, facsimile or telephone. Portfolio Media does not sell, trade, or rent its subscribers' personal information to others. Portfolio Media may provide aggregate statistics about its customers, sales, traffic patterns, and related site information to others, but these statistics will include no personally identifying information. Notwithstanding the foregoing, Portfolio Media may release account information when it believes, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any user agreements or (iii) protect the rights, property or safety of Portfolio Media, its users, or others. [Click here](#) to view our privacy policy.

5.3. Client hereby agrees to maintain as confidential and not disclose any username or password to any person not within the scope of Client's subscription for Services, subject to the terms of this Agreement and as indicated on Client's Subscription Form. Portfolio Media may change Client's password at any time, provided that Portfolio Media shall provide Client with written notice of such change prior to, or as soon as reasonably practicable after, such change.

5.4. Client agrees and acknowledges that under certain circumstances, Portfolio Media may store Client's IP address(es) or other information transmitted by Client's computer(s) or network as are reasonably necessary for Portfolio Media to identify Client and provide access to Services.

5.5. Client assumes full and total responsibility for all usage or activity on Client's account, including use of Client's account by any third party, whether or not authorized by Client. Client shall immediately notify Portfolio Media and RELX of any known or suspected unauthorized use of Client's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Client's account information and agrees to fully cooperate with Portfolio Media in good faith and as reasonably required to remedy such security breach.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Client agrees that it shall take any other means reasonably necessary to ensure compliance with this Agreement by any and all employees or authorized users of the Services.

6.2. CLIENT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PORTFOLIO MEDIA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE



AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PORTFOLIO MEDIA. PORTFOLIO MEDIA MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER, PORTFOLIO MEDIA DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. AS A SUBSCRIBER, CLIENT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. CLIENT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, CLIENT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL PORTFOLIO MEDIA AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS ("THE PORTFOLIO MEDIA PARTIES") BE LIABLE, JOINTLY OR SEVERALLY, TO CLIENT OR ANY OTHER PERSON AS A RESULT OF CLIENT'S ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PORTFOLIO MEDIA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PORTFOLIO MEDIA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL PORTFOLIO MEDIA BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO CLIENT OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM OF THE SUBSCRIPTION FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH PORTFOLIO MEDIA IS NOTIFIED OF SUCH CLAIM IN WRITING.

6.3. Reserved

7. MISCELLANEOUS.

7.1. No Legal Advice. None of the Services provided by Portfolio Media are, nor are intended to be, legal, accounting or other professional advice or a substitute for advice of an attorney, accountant or any other professional. Client agrees and acknowledges that the content of the Services is intended only as news and general legal information and is not intended to be, and should not be relied upon as, legal advice. Portfolio Media shall not be liable, and shall be held harmless, for any errors or omissions in the Services, and Client assumes all risks and liabilities in relying on the Services, contributing to a third party's reliance on the Services, or inducing a third party to rely upon the Services. All content of the Services should be independently verified by Client. If legal advice or other expert assistance is required, Client will obtain the services of a competent, professional person, and will not rely on information provided on the Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between Client (or any Authorized User) and Portfolio Media.

7.2. Reserved



7.3. Waiver of Jury Trial. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT OR SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective permitted successors or assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

7.5. No Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this section is null and void, ab initio.

7.6. Severability. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction in a final, non-appealable order or judgment, then all remaining provisions of this Agreement shall remain in full force and effect unless otherwise agreed to in writing by the Parties.

7.7. Waiver; Remedies Cumulative. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by Portfolio Media in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege or any future exercise thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercise (or future exercise) of any other right, power, or privilege.

7.8. Headings. Headings or titles to sections or subsections in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part hereof.

7.9. Compliance with Laws. Client shall ensure that any activities undertaken by Client (or by any Authorized User) pursuant to this Agreement and any use of or access to the Services shall comply with all laws, rules, and regulations of the United States and other applicable jurisdictions, as such may be amended and in effect from time to time. Without limiting the foregoing, Client recognizes the global nature of the Internet, and further agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client may reside or access the Services.

7.10. Notices. Subject to Section 7.11, all notices, consents, communications, and transmittals under this Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Subscription Form.



7.11. Consent to Communication. Client agrees that Portfolio Media reserves the right to send electronic or paper mail to Client for the purpose of informing Client of changes or additions to the Services or this Agreement. Client further agrees that from time to time Portfolio Media may contact Client via electronic or paper mail for the purpose of soliciting feedback or participation in user surveys relating to the Services. Any information obtained from Client will not be shared with any third parties except in aggregate form, in which case Client will not be identified in any manner as a respondent. Client shall have no obligation to participate in or respond to any such survey.

7.12. Force Majeure. Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, explosion, fire, flood, unusually severe or abnormal weather, embargo, catastrophe, sabotage, utility or transmission failures, strikes, lockouts or other labor difficulties, governmental actions, prohibitions or regulations, voluntary or involuntary compliance with any law or request of any governmental authority, national emergencies, insurrections, riots, wars or other civil disturbances, acts of terrorism, viruses or network outages, which did not result from the acts or omissions of such Party, its employees or agents (“Force Majeure Event”). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

7.13. Reserved



Exhibit H: LexisNexis Risk Solutions | Contractor's Terms & Conditions

LexisNexis Master Terms and Conditions (form LNMTTC) – Government (Document 1)

These LexisNexis Master Terms and Conditions (form LNMTTC) (the “Master Terms”) are entered into as of _____ (the “Effective Date”), by and between LexisNexis Risk Solutions Bureau LLC (“LNRSB”) and LexisNexis Risk Solutions FL Inc. (“LNRSFL”), with their principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (“Customer”), with its principal place of business located at _____, each individually referred to as the “Party” and collectively as the “Parties.” These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL, LNRSB and each of their respective Affiliates who provide LN Services under these Master Terms (collectively referred to as “LN”).

WHEREAS, LNRSB (as defined below) is a consumer reporting agency in the business of providing consumer reports (the “FCRA LN Services”) which are governed by the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”); and

WHEREAS, LNRSFL is the provider of certain data products, data applications and other related services not governed by the FCRA (the “Non-FCRA LN Services”); and

WHEREAS, Customer is a company requesting such data and data related services and is desirous of receiving LN’s capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the FCRA LN Services and/or the Non-FCRA LN Services (individually and collectively, also referred to as the “LN Services”) as of the Effective Date.

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

1. **SCOPE OF SERVICES/CUSTOMER CREDENTIALING.** Subject to the terms of the Subscription Agreement, LN agrees to provide the LN Services described in such Subscription Agreement to Customer, subject to the terms and conditions herein. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer’s credentials can be verified in accordance with LN’s internal credentialing procedures. The foregoing shall also apply to the addition of Customer’s individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer’s own internal business purposes. Customer represents and warrants that all of Customer’s use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third parties or evaluate data for third parties or, without LN’s consent, to compare the LN Services against a third party’s data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN’s prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN’s sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the LN Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the “GLBA”), and is regulated by the GLBA (“GLBA Data”). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.



(iii) **DPPA Data.** Some of the information contained in the LN Services is “personal information,” as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and is regulated by the DPPA (“**DPPA Data**”). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Social Security and Driver’s License Numbers.** LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver’s license numbers (collectively, “**QA Data**”). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN’s prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained in Appendix I, attached hereto, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained in Appendix II, attached hereto (the “**L&P Terms**”). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(vii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records (“**MVR Data**”) from LN, without in any way limiting Customer’s obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain third-party vendors) may conduct reasonable and periodic audits of Customer’s use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

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

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

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

(xi) **Software.** To the extent that Customer is using software provided by LN (“**Software**”), whether hosted by LN or installed on Customer’s equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in the Subscription Agreement.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer’s obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN



Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

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

5. **Reserved**

6. **INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Subscription Agreement. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within accordance of Exhibit B of the MSA.



- 8. **Reserved**
- 9. **Reserved**
- 10. **Reserved**

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

Reserved

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

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

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

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.



21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.
22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder. These terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these terms by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against the State Agency but will apply to all similarly situated LN customers." The User Agency may terminate the Agreement or this Exhibit upon written notice to LN if any change to these Terms by Directive is unacceptable to the User Agency. Except as provided above, these Terms may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.
23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified when necessary to address new legal or legislative requirements or to include recent industry best practices recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. See the attached Data Privacy Principles. Notification of any such changes will be provided to the designated State Contract Administrator for this Agreement."
24. **Reserved**
25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.
26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL, LNRSB and/or by one of their Affiliates. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.
27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.
28. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.
29. **Reserved**

Risk Solutions Supplemental Terms & Conditions

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS RISK SOLUTIONS GROUP PRODUCTS AND SERVICES.

The terms and conditions listed below govern use of the LexisNexis Risk Solutions Group services (the “LN Services”) and materials available therein (“Materials”), provided by LexisNexis Risk Solutions FL Inc. and its affiliated companies (collectively, “LN”). The terms “Client”, “Customer”, “you”, and “your” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into an agreement for the LN Services.

You agree to comply with the following terms and conditions:

TERMS AND CONDITIONS

I. American Board of Medical Specialties (“ABMS”) Data.

If Customer is permitted to access ABMS Data from LN, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians’ prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

II. BuildeRadius d/b/a BuildFax (Constructions Records and Building Permit Information)

With respect to the construction records and building permit information in the LN Services, Client acknowledges and agrees that it is solely responsible for complying with, and agrees that its use of the LN Services, provided product, and any derivatives thereof, and any data provided to it by BuildFax or related to construction records and building permit information will comply with all applicable foreign, federal, state and local laws, regulations and ordinances, including , without limitation, the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) the United States Freedom of Information, Open Record, Sunshine and other similar laws and regulations (collectively, the “applicable laws”). Client further acknowledges and agrees that in no event shall BuildFax be liable or responsible for Client’s failure to comply with any applicable law, even if such non-compliance results from Client’s use or reliance on the LN Services, provided product, any derivatives thereof, or any data provided by BuildFax. Without limiting the foregoing, Client acknowledges and understands that certain restrictions apply to the use of data obtained from federal, state and locals governments and agencies, and Client agrees to comply with such restrictions, including, without limitation, restrictions on a person’s right to use such data for marketing purposes. Client acknowledges and agrees that BuildFax data relates solely to real property, and does not relate to any individual consumer, and that Client cannot identify a consumer based on a search of BuildFax’s information.

III. California Secretary of State

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO, CALIFORNIA OFFICE OF THE SECRETARY OF STATE.

IV. DPPA Regulated Information:

It is unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721(b) of the Driver’s Privacy Protection Act; and it shall be unlawful for any person to make false representation to obtain any personal information from an individual’s motor vehicle record.



V. Dun & Bradstreet

Access to and use of the D&B database is subject to the Terms of Agreement between you, LN and Dun & Bradstreet, Inc. (D&B). By accessing the D&B Data (or the "Information"), you agree that you have authority to enter into the Terms of Agreement on behalf of your Company and that you have read the Terms of Agreement, understand them, and agree on behalf of yourself and your Company to be bound by them.

Terms of Agreement

- A. All information which D&B furnished to you will be used by you solely as one factor in your business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.
- B. You agree that the information will not be reproduced, revealed or made available to anyone else, it being understood that the Information is licensed for your internal use only. To the extent permitted by law, you agree to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of, or relating to, the use of the Information by individuals or entities which have not been authorized to have access to and/or use the Information.
- C. You understand that you are the beneficiary of a contract between D&B and LN and that, under that contract, both D&B and LN have reserved certain rights which may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate your receipt of the D&B data at any time if you breach any of its terms and conditions.
- D. YOU ACKNOWLEDGE THAT D&B DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT D&B, IN FURNISHING THE INFORMATION TO YOU, DOES NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE, AGREE THAT D&B WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.
- E. YOU AGREE THAT D&B WILL NEVER BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S LIABILITY OF ANY AND ALL LOSSES, DAMAGES OR INJURIES WHICH YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B IN CONNECTION WITH THE D&B DATA, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000.00 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B FOR AN AMOUNT GREATER THAN THAT SUBJECT TO THIS SECTION E.
- F. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.



G. These terms are in addition to those found in any LN service agreement. If there is a conflict between these terms and those found in any such service agreement, then these terms will apply. The agreement regarding your receipt and use of the D&B data shall be governed by the laws of the State of New Jersey, United States of America without giving effect to its conflicts of laws provisions. To the extent permitted by State law, any disputes arising hereunder must be filed and shall be venued in the United States District Court for the District of New Jersey or in the courts of the State of New Jersey and the parties hereby submit to the jurisdiction of such courts.

VI. **Experian Terms and Conditions located on pages 85 – 93 of this document.**

VII. **Georgia Secretary of State**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY; CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE OFFICE OF THE GEORGIA SECRETARY OF STATE.

VIII. **RESERVED**

IX. **RESERVED**

X. **RESERVED.**

XI. **Michigan Corporations**

Provider, in producing the aforementioned CORPINFO disclaims any liability for the accuracy of any of the information. The CORPINFO is produced and sold for general information purposes only. Said CORPINFO is not to be construed as having the legal effect of a certified copy of any of the information appearing in the data file or an official certification of filing by Provider. When information contained within the CORPINFO is displayed on a video terminal, the following or a similarly worded statement will appear on either the menu screen or the beginning of each corporation record: "THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATIONS DIVISION."

XII. **Michigan Department of Consumer and Industry Services, Corporation and Land Development Bureau**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES, CORPORATION DIVISION.

XIII. **Michigan Department of Energy, Labor and Economic Growth**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH, CORPORATE DIVISION.

XIV. **RESERVED.**

XV. **National Change of Address Database.**

LN is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.



XVI. New York State Department of State, Division of Corporations

The information provided by the Department of State, Division of Corporations is not an official record of the Department of State or the State of New York. LN is not an employee or agent of the Department of State or the State of New York. The Department of State disclaims all warranties, express or implied, regarding the corporation's data.

XVII. New York State Unified Court System

The New York State Unified Court System ("UCS") does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the information contained in its databases and expressly disclaims all other warranties, express or implied, as to any matter whatsoever. Neither the UCS, its courts, court-related agencies or its officers or employees shall be responsible for any loss or damage caused by the use of the information contained in any of its databases.

XVIII. North Carolina Department of the Secretary of State

State Of North Carolina - County Of Wake (Corporations Data Files)

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE NORTH CAROLINA DEPARTMENT OF THE SECRETARY OF STATE.

XIX. Pennsylvania Department of State, Corporation Bureau

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE.

XX. Phone Numbers in General

All phone numbers in the LN database must be used for legitimate and lawful purposes. It is customer's responsibility to comply with all rules and regulations related to the use and distribution of phone numbers, including landlines, and mobile phone numbers. All use of phone numbers from LN must be done in accordance with applicable law, including Do Not Call where appropriate.

XXI. Private Investigator Use of the LN Services

Investigators shall maintain up to date and current licenses so long as the Private Investigator is accessing the LN Services

XXII. Property Records (Source A)

You may not use any portion of these Materials to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report. You are prohibited from using the Materials to develop any models, scores, or analytics including any methodology that would seek to value, trend, appraise, insure, encumber, un-encumber or otherwise evaluate real property assets in any manner. You may not comingle, mix or combine Materials with real estate information that you obtain from other sources. You may not disclose or share with any third- party counts, layouts or statistical metrics relating to the Materials. The Materials shall not be used in connection with alternative insurance underwriting approaches or products without first obtaining written permission. Further, the methodology that would see to value, trend, appraise, insure, encumber, un-encumber or otherwise evaluate real property assets in any manner.



XXIII. **Wisconsin Circuit Court Data Subscription**

1. If Subscriber publishes or releases WCCA Information relating to any criminal case to any other person in whole or in part, directly or as part of a compilation, Subscriber shall restate prominently the following advisory that appears on the WCCA website:
2. Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.



Data Privacy Principles (Document 3)

The LexisNexis Data Privacy Principles speak to the personally identifiable information, including sensitive personally identifiable information, collected, maintained, used or disseminated in connection with services offered by LexisNexis (meaning LexisNexis, a division of Reed Elsevier Inc., LexisNexis Risk Solutions Inc., and its or their affiliated companies) (hereinafter referred to individually or collectively as "LexisNexis").

LexisNexis applies these Principles to our domestic U.S. products and services where appropriate. In addition, other uses or disclosures may occur as required by applicable law, such as the Fair Credit Reporting Act and its state analogues ("FCRA"), the Driver's Privacy Protection Act and its state analogues ("DPPA"), and the Gramm-Leach-Bliley Act ("GLB"). If the law requires or upon request of law enforcement, or, if necessary, to prevent fraud or to protect our company systems, these principles may not apply. LexisNexis also may revise our Data Privacy Principles by posting changes on its Web site. Changes will be made to the LN Data Privacy Principles when necessary to address new legal or legislative requirements or to include recent industry best practices. Notification of any such changes will be provided to the designated State Contract Administrator for this Agreement.

1. SECURITY

Data security is a company imperative. LexisNexis strives to protect personally identifiable information that we maintain or disseminate, including through the use of appropriate administrative, physical, and technical safeguards.

2. DISTRIBUTION OF PERSONALLY IDENTIFIABLE INFORMATION

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs. LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

3. ACCURACY

LexisNexis strives to accurately report information in its products. LexisNexis also strives to accurately report information that it receives from its data sources. LexisNexis recognizes, however, that reporting errors may occur and offers individuals opportunities, where applicable, to dispute and correct information that we report as discussed further in Principle 9 on Access and Correction.

4. PROTECTION OF SOCIAL SECURITY NUMBERS AND DRIVER'S LICENSE NUMBERS

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs.



LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

5. EDUCATION

LexisNexis strives to inform its employees, users and the general public about appropriate use of LexisNexis products and services. LexisNexis strives to inform its users and employees about:

- Privacy and security issues associated with LexisNexis information products and services; and
- The responsible use of personally identifiable information.

LexisNexis strives to inform the public about:

- The responsible use of personally identifiable information;
- Measures LexisNexis has undertaken to enhance privacy; and choices available to individuals regarding information access and the ability to opt-out of certain products and services which utilize personally identifiable information.

6. REPUTABLE SOURCES

LexisNexis strives to acquire personally identifiable information from established, reputable sources in the government and private sectors. In support of this Principle, LexisNexis takes reasonable steps to assess the reputation and reliability of its private sector data sources before incorporating personally identifiable information from the source into its products and services. LexisNexis also strives to obtain assurances from its data suppliers that they have the legal right to license or sell the data to LexisNexis.

7. NOTICE

LexisNexis makes its Data Privacy Principles publicly known. LexisNexis publicly posts these Data Privacy Principles.

For additional information about the LexisNexis Data Privacy Principles, contact the LexisNexis Privacy Manager at 1-800-831-2578 or by mailing to:

Privacy Manager
LexisNexis
PO Box 933
Dayton, Ohio 45401

8. CHOICE

LexisNexis strives to allow individuals the opportunity to opt-out of the dissemination of personally identifiable information from certain LexisNexis owned databases used solely for marketing services. We also allow individuals to opt-out of LexisNexis' information products and services as required by law and permitted by LexisNexis policy.

9. ACCESS & CORRECTION

LexisNexis strives to provide individuals with a central point of contact regarding their questions about LexisNexis and its commitment to the responsible use of personally identifiable information. LexisNexis strives to inform individuals about the nature of the public records, nonpublic information, and publicly available information that LexisNexis makes available in its information products and services. LexisNexis also strives, whenever practicable, to provide individuals, upon request, with meaningful opportunities to review personally identifiable information we maintain about them. LexisNexis also strives, as appropriate and practicable, to provide opportunities for individuals to dispute and correct information by assisting them in identifying the potential information sources at which corrections should be made. LexisNexis strives to direct individuals to the government and private entities that collect and maintain public records and publicly available information



to correct any claimed inaccuracies found in that data, and to direct individuals to consumer reporting agencies where such agency is the source of the information about the individual and where the individual seeks to correct claimed inaccuracies found in that data.

10. ACCOUNTABILITY

LexisNexis supports accountability of information industry standards and practices, responsible and effective federal regulation of the data industry, and legislation governing the practices of all data providers. LexisNexis also supports industry oversight and active engagement with the privacy community. LexisNexis believes that strong privacy and information security protections are vital for an effective and trusted data industry.

11. ONLINE PRIVACY

LexisNexis strives to protect the privacy of personally identifiable information obtained over the Internet and strives to apply our Data Privacy Principles and evolving standards to the online environment.

12. IDENTITY THEFT

LexisNexis strives to prevent the acquisition of information from its products and services for improper purposes, such as identity theft. LexisNexis believes that it is important that individuals who may have had their sensitive personally identifiable information acquired by an unauthorized individual be notified as follows: Where a state law requires notice, LexisNexis complies with the law. In those states where notification laws do not exist, LexisNexis follows its Information Security Breach Response and Notification Policy, which provides that affected individuals will be notified when sensitive personally identifiable information owned or licensed by LexisNexis is acquired by an unauthorized individual and whenever LexisNexis has a reasonable basis to believe the breach has resulted in, or there is a significant risk that it will result in, identity theft to the consumer to whom the information relates.

13. COMPLIANCE

LexisNexis will obtain assessments from a qualified, objective, independent third-party, who uses procedures and standards generally accepted in the profession to assess LexisNexis' administrative, technical, and physical safeguards, as appropriate.



LexisNexis Risk Solutions Government Application (Document 4)

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



<i>Do you require a PO number on invoice:</i>	
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits	
Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:	
Contact Name:	Contact Phone:
Contact Email Address:	
Signature	
I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name:	Title:



FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT (Document 5)

Customer (Agency) Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Phone: _____

REQUIRED Please describe your purpose of use: _____

SECTION 1. FCRA PERMISSIBLE PURPOSE

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

1. The nature of Customer's business is: _____

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

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

- For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681b (a)(3)(A).
- For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681b (a)(3)(A).
- For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681b (a)(3)(A).
- For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681b (a)(3)(C).
- For use, as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation in accordance with 15 U.S.C. Sec.1681b (a)(3)(E).
- In connection with the assessment of the consumer's ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b (a)(3)(F)(i).
- In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency). In accordance with 15 U.S.C. Sec. 1681b (a)(4), Customer makes the following certifications:
 - (A) the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;
 - (B) the paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws);
 - (C) the Customer has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and
 - (D) the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.
- For use in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status in accordance with 15 U.S.C. Sec. 1681b (a)(3)(D).
- For use in making firm offers of credit in connection with credit transactions that are not initiated by the consumer in accordance with 15 U.S.C. Sec. 1681b(c) and as fully set forth in, and under the terms and conditions of, the Prescreening Services Addendum.
- With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681b (a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use: _____



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

SECTION 2. QUALIFIED ACCESS

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

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

Customer is requesting access to QA Data.

What department will be using QA Data? _____

SECTION 3. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

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

- a. DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- 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 is has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent permitted 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)



NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT (Document 6)

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.
--------------------------	--



<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 dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access



DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.

7. **Indemnification.** To the extent permitted 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)



FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTTC) (Document 7)

This FCRA Addendum (the "FCRA Addendum") is entered into as of _____ (the "Effective Date"), by and between LexisNexis Risk Solutions Bureau LLC and its Affiliates (hereinafter, "LNRSB"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (hereinafter, "Customer"), with its principal place of business located at _____

_____, each individually referred to as the "Party" and collectively as the "Parties."

WHEREAS, Customer has executed the LexisNexis Master Terms and Conditions (form LNMTTC) (the "Master Terms") for the LN Services (as defined in the Master Terms); and

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

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

- Fair Credit Reporting Act Obligations.** Customer certifies that when using the LN Services provided under this FCRA Addendum (as defined in the Master Terms) as an FCRA service (the "FCRA LN Services"), it will comply with all applicable provisions of the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as provided by the Customer in a separate certification, and will re-certify such permissible purpose to LNRSB upon request. Customer acknowledges that LNRSB has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.
- General.** Customer and LNRSB agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____

(mm/dd/yy)



Attachment A – FCRA Addendum

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

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

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



- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer’s rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer’s rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.



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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

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

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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



VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

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

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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

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

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



Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC) (Document 8)

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, “**LNRSFL**”), 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, LNRSFL 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 (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 LNRSFL 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 Subscription Agreement are 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)



Accurint Virtual Crime Center Addendum (Document 10)

This Accurint Virtual Crime Center Addendum (“Addendum”) sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center (the “LN Services” provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below (“Customer”) and LexisNexis Risk Solutions FL Inc. or its affiliated entity (“LN”) for the LN Services (such services agreement, the “Agreement”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN maintains the LexisNexis Public Safety Data Exchange Database (“PSDEX”), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the “Customer Data Contribution”).
3. LN’s obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer’s disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
 - e. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer’s contact person(s) to any other PSDEX customer.

Name: _____
 Title: _____
 Address: _____

 Phone: _____
 Fax: _____
 Email: _____

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.
- g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer’s negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by LN.
2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain “X” and “Y” coordinates. Any “X” and “Y” coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.



4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

Required: Customer ORI number (Originating Agency Identifier): _____

CUSTOMER: _____

Attachment III
MSA 5-17-70-12 – First amendment

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

5-17-70-12

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

RELX, Inc.

2. The term of this Agreement is:

START DATE

December 12, 2017

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement term is extended one year. Agreement expiration date is changed from December 31, 2020 to December 31, 2021.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

RELX, Inc.

CONTRACTOR BUSINESS ADDRESS

9443 Springboro Pike

CITY

Miamisburg

STATE

OH

ZIP

45342

PRINTED NAME OF PERSON SIGNING

Joshua Roslan

TITLE

Pricing Analyst

CONTRACTOR AUTHORIZED SIGNATURE

Roslan, Joshua (LNG-DAY)

Digitally signed by Roslan, Joshua (LNG-DAY)
Date: 2020.09.22 09:24:25 -04'00'

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 Third Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Diane Leung

TITLE

Masters Unit 1 Supervisor

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Diane Leung

Digitally signed by Diane Leung
Date: 2020.09.22 09:35:55 -07'00'

DATE SIGNED

9/22/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

Attachment IV
MSA 5-17-70-12 – Supplement #3

State of California
MASTER SERVICE AGREEMENT
USER INSTRUCTIONS
NON-MANDATORY
SUPPLEMENT 3

Note: Supplement #3 replaces and supersedes the previous User Instructions version dated 08/10/2021. Changes are listed in the table on page 2.

USER INSTRUCTIONS

EFFECTIVE DATE: *11/22/2021* [~~8/10/2021~~]

TITLE/DESCRIPTION: Electronic Information Library Services (E-Library)

CONTRACT NUMBERS

AND CONTRACTOR'S NAME: MSA 5-17-70-12, RELX Inc.

CONTRACT TERM: 12/12/2017 through 12/31/2022

CONTRACT CATEGORY: Non-IT Goods and Services and IT Services

MAXIMUM ORDER LIMIT: Unlimited (See Sections 5.B. & 5.C. for more information)

FOR USE BY: State and Local Governmental Agencies

STATE CONTRACT

ADMINISTRATOR: Robert Cosgrove
(916) 375-4390

Robert.Cosgrove@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

ORIGINAL SIGNED

12/07/2021

Robert Cosgrove, State Contract Administrator Date

TABLE OF CONTENTS

SUMMARY OF CHANGES.....	3
USER INSTRUCTIONS	4
1. SCOPE AND OVERVIEW	4
2. CONTRACT AVAILABILITY.....	4
A. State Agencies	4
B. Political Subdivisions/Local Governmental Agencies	4
3. CONTRACT ADMINISTRATORS	5
A. State Contact	5
B. Contractor Contact.....	5
C. Problem Resolution/Contractor Performance	5
4. CONTRACT INFORMATION	5
A. Master Agreement (Contract) Documents	5
B. Agreement Term.....	6
C. Available Products and Services	6
D. Contractor Pricing.....	6
E. DGS Administrative Fee	7
F. SB/DVBE Participation.....	8
5. CONTRACT USAGE/RULES (State Agencies Only).....	8
A. Adherence to Applicable Laws	8
B. Purchasing Authority.....	8
C. Order Limits/Dollar Thresholds	8
D. California Seller's Permit.....	9
E. Agreement Summary (STD 215).....	9
F. DGS Approvals.....	9
6. ORDERING PROCEDURES	9
A. Contractor Selection Process	9
B. Subscription Agreement Requirements.....	9
C. Subscription Agreement Execution and Distribution	12
7. FREE ON BOARD (F.O.B.) DESTINATION	12
8. INVOICING AND PAYMENT.....	13
A. Payment Terms	13
B. Payee Data Record (State Agencies Only).....	13
C. CAL-Card Use.....	13

SUMMARY OF CHANGES

The Summary of Changes page shall describe how changes to the UI and/or attachments will be identified. Current supplement changes made to the UI and attachments shall be shown in bold red italic. For ADA purposes, new or changed language shall be enclosed in asterisks; deleted language shall be enclosed in brackets. Previous supplement changes shall return to normal font in future supplements and ADA markers removed.

Supplement Number	Description/Sections	Supplement Effective Date
<i>*3</i>	<i>Supplement #3 incorporates the following changes:</i> <i>1. CONTRACT TERM has been extended to 12/31/2022.</i>	<i>11/22/2021*</i>
2	Supplement #2 incorporates the following changes: 1. DGS APPROVALS has been updated for clarification purposes on page 9.	8/10/2021
1	Supplement #1 incorporates the following changes: 1. CONTRACT TERM has been extended to 12/31/2021 2. Revised Section 3.A State Contact Administrator.	10/20/2020

USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established this California Master Service Agreement (MSA) contract for Electronic Information Library Services (E-Library) with RELX Inc., pursuant to Public Contract Code (PCC) 10298 and 10299. The use of this MSA is optional for all State Agencies, the Judicial and Legislative branches, and California political subdivisions/local governments.

The MSA provides State agencies, the Judicial and Legislative branches, and participating political subdivisions/local governments the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA.

Note: Throughout this document, "MSA" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State agencies, the Judicial and Legislative branches, and political subdivisions/local governments eligible to utilize this contract. "Subscription Agreements" shall refer to contracts or purchase orders established under the MSA between Ordering Agencies and the Contractor. Ordering and usage instructions exclusive to State departments or political subdivisions/local government agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Agencies

Use of this agreement is non-mandatory for State of California agencies.

B. Political Subdivisions/Local Governmental Agencies

- 1) Use of this agreement is optional for political subdivisions/local governmental agencies.
- 2) Pursuant to Public Contract Code §10298-10299, a local government agency is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems, school districts, and community colleges.
- 3) Each political subdivision/local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.
- 4) Local governmental agencies have no authority to amend, modify or change any condition of the MSA.

3. CONTRACT ADMINISTRATORS

The State and E-Library MSA Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

A. State Contact

State Contract Administrator	
Name:	Robert Cosgrove
Phone:	(916) 375-4390
E-Mail:	Robert.Cosgrove@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2 nd Floor, MS 2-202 West Sacramento, CA 95605

B. Contractor Contact

RELX Contract Administrator	
Name:	Gaurang Dave
Phone:	(202) 378-1018
Email:	Gaurang.Dave@LNSSI.com
Address:	LexisNexis Risk Solutions 1150 18 th Street, NW, Suite 250 Washington, DC 20036

C. Problem Resolution/Contractor Performance

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the E-Library MSA Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

4. CONTRACT INFORMATION

A. Master Agreement (Contract) Documents

The E-Library MSA contract documents are posted on the Cal eProcure website. To obtain copies:

- Go to *Cal eProcure – LPA Contract Details*
(https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-17-70-12)

- Under Attachments, Click View () to download the MSA contract attachments.

Additional information is also available on the DGS-PD MSA website:

<http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements/elibrarymsa.aspx>

B. Agreement Term

- 1) This MSA shall be for a three (3) year term. The DGS reserves the right to extend this MSA for two additional one (1) year periods at the same rates, terms and conditions. Extensions will be made by amendment to the MSA.
- 2) Current MSA term dates are listed on Page 1 of these User Instructions.
- 3) Ordering Agencies' subscription agreements must be executed on or before the expiration date of the MSA. The term of the subscription agreement may extend for up to twelve (12) months beyond the MSA expiration date.
- 4) Ordering Agencies may terminate their subscription agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to print program subscription agreements, however, print program subscription agreements are subject to Exhibit B, paragraph A., Budget Contingency Clause.

C. Available Products and Services

The E-Library MSA Contractor will provide only products and services in accordance with the terms and conditions of its MSA which include:

- On Line Legal Research, Information, and News Subscription Services
- Print Program Subscription Services
- Print Products

Refer to Exhibits E & F of the MSA for a complete description of services.

D. Contractor Pricing

- 1) On Line Subscription Services – Refer to Exhibits E & F of the MSA for product and pricing information. Prices shall be fixed for one (1) year starting from MSA effective date. The State and the Contractor have agreed that rate increases may only be requested by the contractor when the Consumer Price Index (CPI) has increased at least two percent (2%). Only one price escalation shall be allowed within any twelve (12) month period. The rate increases shall not be in effect until an amendment to this Agreement is approved and executed by the State.

- 2) Print Products & Print Program Subscriptions – Contractor shall provide the following Products and Services under this MSA:
- Print Products: Refer to RELX's web site for product and pricing information: <https://store.lexisnexis.com/>. RELX will provide Ordering Agencies a discount of a minimum of 10% to 25% off the listed prices from the online store for purchase of eligible new print titles with or without any other online subscription. Ordering Agencies must work with their local RELX sales representative at the time of purchase to receive the discount. The State and the Contractor have agreed to annual price increases thereafter. Print Product price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing for eligible new print titles. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
 - Print Program Subscriptions: Ordering Agencies may be eligible for additional discounts and/or print programs and print purchases with subscription services, based on available promotions, existing subscriptions, the quantity purchased, dual-media subscriptions, and a multi-year commitment. The State and the Contractor have agreed to annual price increases. Print Program Subscription price increases will occur once per year, with some exceptions. The timing of those increases vary throughout the year and is dependent on publication schedules, contracts, and special circumstances. All new business price increases will reflect a discount of a minimum of 10% - 25% off the then-current listed web pricing. The intention is that only one price escalation shall occur within any twelve (12) month period, provided however that some price escalations may occur more frequently if due to developments in the law or other publishing issues.
- 3) Contractor may offer greater discounts and/or lower prices than those published in their Price Schedule or web site based on available promotions, existing subscriptions, the quantity purchased, or a multi-year commitment.

E. DGS Administrative Fee

1) State Agencies

The DGS will bill each State agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

2) Political Subdivisions/Local Government Agencies

All Local Government Agencies shall pay the Contractor a one-percent (0.01) Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight.

F. SB/DVBE Participation

There is no California-certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this MSA.

5. CONTRACT USAGE/RULES (State Agencies Only)

A. Adherence to Applicable Laws

State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manuals).

B. Purchasing Authority

For this Master Agreement the acquisition method, type and category are:

Acquisition Method	Leveraged Procurement Agreements (no further competition required)
Acquisition Type	Master Agreements
Acquisition Category	IT & Non-IT Goods & Services

Prior to executing subscription agreements under this MSA, State agencies must have been granted purchasing authority by DGS-PD for the use of the method, type, and categories listed above. The State agency's current Purchasing Authority Number must be entered in the appropriate location on each purchase document. State agencies may contact the DGS-PD Purchasing Authority Management Section for information at pams@dgs.ca.gov.

C. Order Limits/Dollar Thresholds

State Agencies may execute Subscription Agreements/Purchase Orders up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each State agency's purchasing authority is listed by acquisition method, type, and category on their Purchasing Authority Approval Letter

(PAAL). To review a state agency’s PAAL, please refer to this web [link](#) and go to the “Departments with Approved Purchasing Authority” tab.

D. California Seller’s Permit

California Seller’s Permit information for the Contractor is identified below. Prior to placing orders under this agreement, State departments should verify that permits are currently valid at www.boe.ca.gov. State departments must adhere to the file documentation requirements identified in the State Contracting Manuals, as applicable.

Contractor Name	Seller’s Permit #
RELX Inc.	30674552

E. Agreement Summary (STD 215)

State agencies using the MSA must complete and retain an Agreement Summary (STD 215) within their contract file.

F. DGS Approvals

State Agencies must obtain approval from the DGS Office of Legal Services (OLS) if the Ordering Agency Subscription Agreement amount exceeds \$50,000 for Non-IT Services*, unless the State Agency has an OLS Exemption greater than \$50,000. Guidelines for Exemptions are in the State Contracting Manual Volume 1, Sections 4.04 through 4.07.

*The Non-IT Services provided in this MSA are:

- Online Legal Research, Information, and News Subscription Services; and
- Print Program Subscription Services.

The IT Services provided in this MSA are:

- Distributed Media for California Correctional Facilities

6. ORDERING PROCEDURES

A. Contractor Selection Process

Ordering Agencies are not required to complete a Request for Offer (RFO) or to solicit multiple offers when executing contracts under this MSA. However, Ordering Agencies are encouraged to negotiate the best cost and best value from the MSA contractor. The costs can always be lower than those provided under the MSA, however, they shall NOT exceed the agreed upon rates.

B. Subscription Agreement Requirements

Prior to rendering services, the Ordering Agency and the Contractor must execute a subscription agreement that:

- Incorporates all of the terms and conditions of the MSA by reference

(i.e. “*Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.*”)

- Includes specific Ordering Agency terms and requirements (i.e. scope of work, agency contact, and payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

Note: While there is no need to duplicate the MSA contract language, Ordering Agencies should include details specific to the subscription agreement between the Ordering Agency and the MSA Contractor.

1) State Agency - Contract Form

State Agency subscription agreements must contain the following:

- State agencies not transacting in FI\$Cal must use the Standard Agreement (STD 213) for Subscription Agreements and/or Purchasing Authority Purchase Order (STD 65) for Print Products.
- State agencies transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.
- Scope of Work – *Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
 - a. On Line Subscription Service SOWs should include:
 - Budget detail (monthly price X number of months); and
 - Authorized User Information and Locations.
 - b. Print Product and Program Subscription SOWs should include:
 - Budget detail (monthly price X number of months);
 - List of print titles; and
 - The list of locations for book shipments.
- Agency specific terms and conditions – *Including budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency’s Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.
- **TERMINATION/CANCELLATION**
Ordering agencies are to add the following language to their subscription agreements:

“In addition to any other provision of this Subscription Agreement, the Ordering Agency may terminate this Subscription Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice. This termination does not apply to Print Program Subscription Agreements, however, Print Program Subscription Agreements are subject to MSA Exhibit B, paragraph A., Budget Contingency Clause.”

- **GENERAL TERMS AND CONDITIONS (GTC 04/2017) (As Modified)**
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**
Contractor has already signed and agreed to the contractor Certification Clauses (CCC 04/2017) and is already included in the agreement. There is no need to incorporate the current CCC as these have already been included in the MSA contract with DGS.
- **GENERAL PROVISIONS – INFORMATION TECHNOLOGY GSPD-401IT (Rev. 9/5/14) (As Modified)**
Contractor signed and agreed to the General Terms and Conditions (GTC 04/2017) and is already included in the agreement. There is no need to incorporate the document as the version noted above has already been included in the MSA contract with DGS.
- **DARFUR CONTRACTING ACT CERTIFICATION**
Contractor has a signed Darfur Contracting Act Certification on file with the DGS-PD.
- **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**
Contractor has a signed California Civil Rights Law Certification on file with the DGS-PD.
- **IRAN CONTRACTING ACT CERTIFICATION**
Contractor has a signed Iran Contracting Act Certification on file with the DGS-PD.

2) Local Agency - Contract Form

Local governmental agency subscription agreements must contain the following:

- Local Agency's contract form/document (equivalent to the State's STD 213 form)
- *Scope of Work – Including the specific services/goods being ordered and the agency contract manager contact information.* Include SOW as Exhibit A of the Subscription Agreement.
 - a. On Line Subscription Service SOWs should include:

- Budget detail (monthly price X number of months) including a one-percent (1%) Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight; and
 - Authorized User Information and Locations.
- b. Print Product and Program Subscription SOWs should include:
- Budget detail (monthly price X number of months) including a one-percent (1%) Local Agency Fee in addition to the total invoiced amount of the goods and services purchased excluding taxes and freight;
 - List of print titles; and
 - The list of locations for book shipments.
- Agency specific terms and conditions – *Including, budget, invoice and payment provisions (e.g. mailing address/contact for invoices) as applicable.*
- The contract language for the MSA contract executed with DGS is not to be attached to the ordering agency's Subscription Agreement. Do not change or repeat the terms and conditions of the MSA.

C. Subscription Agreement Execution and Distribution

Ordering Agencies must submit executed subscription agreements as follows:

Contractor Copies

Ordering Agency shall provide a copy of the executed subscription agreement to the MSA Contractor Contract Manager.

D. Subscription Agreement Processing

Subscription Agreements will be processed and effective as follows:

- 1) Exhibit E and Exhibit F Products (excluding California Prison Solutions EHDs): Service will begin 5-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies, and after any necessary credentialing has been completed, if required.
- 2) California Prison Solutions EHDs: Service will begin 7-10 days following receipt of a fully executed STD 213 and/or Purchase Order, or appropriate equivalent contract form for Local Governmental Agencies.

7. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will

pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

8. INVOICING AND PAYMENT

A. Payment Terms

Refer to Exhibit B of the MSA for payment terms and provisions.

B. Payee Data Record (State Agencies Only)

Each State accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

C. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and/or Purchasing Authority Purchase Order (STD 65) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

Attachment V
Standard Provisions for City Contracts
(Rev. 10.21) [v.4]

Attachment V

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: State of California- DGS Procurement Division- MSA #5-17-70-12

Date: 08/23/2018

Agreement/Reference: RELX, Inc- Lexis Nexis

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Sent to Edwin Avanesian & Cyndi Del Poso @ Finance

1) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California