

SERVICE PLAN

The Purpose of this Contract, including Schedule A, Master Terms & Conditions - Government (No. 5-23-70-40-01) & Non-FCRA Addendum to LexisNexis Master Terms and Conditions (collectively, "Master Terms & Conditions), attached hereto, is to set forth the responsibilities of LexisNexis Risk Solutions FL Inc. (Contractor) and Contra Costa County on behalf of its Treasurer - Tax Collector Department (County or TTC), to provide access to online investigative tools subscription services.

SECTION I. GENERAL SERVICES

1. **Credentialing:** County will only allow access to Contractor services if credentials can be verified. The methods provided by Contractor encompass any and all delivery provided to County including but not limited to online, batch, XML, assisted searching, machine-to-machine searches and any other means which may become available.
2. **Restricted License:** Contractor grants to County a restricted license to use the Contractor Services solely for County's own internal business purposes. County represents and warrants that all of County's use of the Contractor Services shall be for only legitimate business purposes, including those specified by County in connection with a specific information request.
3. **Contractor Services:** Include Accurant for Government Service which includes People at work, Property search, Advanced person, real time phone number, business, death record, civil court, criminal, address report, social security report, email search report, finder report, fictitious business, motor vehicle searches.
4. **Security:** County acknowledges that the information available through the Contractor may include personally identifiable information and it is County's responsibility to keep all such accessed information confidential and secure, unless otherwise required by Law.
5. **Performance:** Contractor will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the Contractor services. County hereby acknowledges and agrees that Contractor obtains its data from third parties' sources, which may or may not be completely thorough and accurate, and that County shall not rely on Contractor for the accuracy or completeness of the information provided by Contractor. The County accepts all information "AS IS".
6. **Intellectual Property:** County agrees that County shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purpose any information that County receives from the Contractor services, other than as permitted by this Contract or as required by law. County

Initials: _____

Contractor

County Dept.

acknowledges that Contractor (and/or Contractor's third-party data providers) shall retain all rights, title, and interest in and to the data and information provided by the Contractor services, under applicable contractual, copyright, and related laws, and County shall use such materials consistent with Contractor's rights and notify contractor of any threatened or actual infringement of Contractor's rights.

7. Assignment of License: The license granted to County to use the Contractor services may not be assigned by County, in whole or in part, without the prior written consent of Contractor.
8. Use Limitations: County agrees that it will use the Contractor services only in the performance, or in the furtherance, of appropriate County activities. County will not nominate or authorize any individual to a position of Contractor Systems Administrator or Contractor Administrator who has not met County's employment criteria.
9. Employee Training: County shall train new employees prior to allowing access to Contractor Services on County's obligations.
10. Certification: County certifies it will only use information provided by Contractor as a governmental agency, but only in carrying out its functions for identity verification purposes or to locate debtors. County further certifies its use of the contractor services shall be subject to the following purpose:
 - a. As necessary to effect, administer or enforce a transaction requested or authorized by the County.
 - b. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.

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County Dept.