

CA MSA 5-23-70-40-01 Exhibit I: LexisNexis Risk Solutions | Contractor's Terms & Conditions

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

These LexisNexis Master Terms and Conditions (form LNMTC) (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 tortuous 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.

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.”

23. Reserved

24. 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.

25. 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.

26. 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.

27. 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.

28. Reserved

Appendix I – LexisNexis Master Terms and Conditions (Document 2)

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**

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

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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, unencumber 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.