

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

AGENCY INFORMATION

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

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

Agency Name _____

Physical Address _____

City _____ State _____ Zip _____

Telephone (____) _____ Agency Web Address _____

Product IP Address _____

Product IP Address Range From _____ To _____

COMPANY PRINCIPAL(S)

Last Name _____ First Name _____ Middle Initial _____ Title _____

Last Name _____ First Name _____ Middle Initial _____ Title _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone (____) _____

Email Address _____

*Computer IP Address _____

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

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

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone (____) _____

Email Address _____

*Computer IP Address _____

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

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

BILLING INFORMATION

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

Cardholder Name _____

Card Number _____ Expiration (MM/YY) _____

Credit Card Statement Address _____

City _____ State _____ Zip _____

Card Type: MasterCard Visa American Express

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

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

this Agreement. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LN to verify the credit information provided herein.

BILLING CONTACT

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

Part 4: ADDITIONAL BILLING INFORMATION

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

PRODUCT INFORMATION

Part 5: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS PRODUCTS

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

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

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

SECTION C: CONSUMER REPORT PRODUCTS

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

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

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

SECTION D: CONSUMER REPORT BATCH PRODUCTS

Banko Batch

Part 6: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE

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

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

- | | | |
|--|--------|---|
| | 1. | No permissible use. |
| | 2. | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. |
| | 2. (B) | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurint only) |
| | 3. | To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. |
| | 4. | In required institutional risk control programs. |
| | 5. | In resolving customer disputes or inquiries. |
| | 6. | Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer. |
| | 7. | Use by persons acting in a fiduciary or representative capacity on behalf of the consumer. |
| | 8. | In complying with federal, state, or local laws, rules, and other applicable legal requirements |
| | 9. | To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety. |
| | 10. | With the written consent or at the direction of the consumer (Consumer Report LN Services only). |

SECTION B: DPPA PERMISSIBLE USES

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

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

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

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

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

Part 7: QUALIFIED ACCESS

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

SECTION A: SOCIAL SECURITY NUMBERS

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

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

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

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

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

SECTION B: DRIVERS LICENSE NUMBERS

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

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

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

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

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

Part 8: TERMS AND CONDITIONS

- 1. SCOPE OF SERVICES:** LN provides nationwide public record information, document retrieval and related services (the "LN Services") using LN's proprietary and licensed databases and information. Agency hereby subscribes to the LN Services, and LN hereby grants to Agency a license to use the LN Services solely for governmental purposes which comply with applicable privacy laws.
- 2. PERFORMANCE:** LN will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LN for the accuracy or completeness of the information provided by the LN Services.
- 3. CHARGES:** For each response to a request for information, the Agency agrees to pay to LN for use of the LN Services the applicable charge in accordance with applicable laws and the terms in LN's Bid for DCS SW 804. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.
- 4. INTELLECTUAL PROPERTY:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LN Services, other than as permitted by this Agreement. The Agency acknowledges that LN (and/or LN's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LN Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.
- 5. USE LIMITATIONS:** The Agency agrees that it will use the LN Services only in the performance of, or in the furtherance of, appropriate government activities. Agency will not nominate or authorize any individual to a position of LN systems administrator or LN Agency administrator who has not undergone a government background check that meets the following federal criteria (or the state government equivalent that meets or exceeds that standard): National Criminal Information Center (NCIC) and other appropriate background checks in accordance with OPM guidelines, 5 Code of Federal Regulations (CFR), Part 731, "Suitability;" Part 732, "National Security Positions;" and Part 736, "Personnel Investigations" commensurate with the responsibilities of their position. Use of the LN Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").
- 6. PAYMENT OF FEES:** The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.
- 7. TERM:** This Agreement shall remain in full force and effect during such periods of time during which LN is providing services to the Agency, unless a time certain is specified elsewhere. The Agency may terminate this Agreement in accordance with Sections A.23 and A.24 of the DCS SW

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

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

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

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

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

Agency _____
Signature _____
Print Name _____
Title _____
Dated _____ (mm/dd/yy)

