

AGREEMENT NUMBER 5-08-99-04
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Department of General Services
 CONTRACTOR'S NAME
 LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC.
- The term of this 07/01/08 through 06/30/11
 Agreement is: **With two one year options to renew by the State**
- The maximum \$ of this Agreement
- The parties agree to comply with the terms and conditions of the following which are by this reference made a part

- Attachment 1, GTC 307 General Terms and Conditions (4 pages)
- Attachment 2, CCC 307 Contractor Certification Clauses (4 pages)
- Attachment 3, Standard 204 Payee Data Record (1 page)
- Attachment 4, Special Provisions (5 pages)
- Attachment 5, California Price Schedule (13 pages)
- Attachment 6, Risk & Information Analytics Group Application & Agreement (8 pages)

Note: In the event of any inconsistency between terms & conditions, attachments or provisions of this contract, the State General Terms and Conditions shall take precedence.

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF GENERAL SERVICES		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JIM BUTLER, DEPUTY DIRECTOR		
ADDRESS 707 THIRD STREET, 2 nd FLOOR WEST SACRAMENTO, CA 95605--2811		

EXHIBIT C

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: 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 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
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.

ATTACHMENT 1

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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.

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.

ATTACHMENT 1

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

ATTACHMENT 1

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.

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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or 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.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 8-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 61109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD.204.</p>								

LEXISNEXIS LEGAL DEPT.

REVIEWED BY: *SAH*

DATE: _____

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

LEXISNEXIS LEGAL DEPT.

REVIEWED BY: SAH

DATE: _____

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

PURPOSE

The Contractor agrees to Provide Electronic Library Services to interested California State, and any Local Governmental Agencies.

While the State of California makes this Master Service Agreement (MSA) available to Local Governmental Agencies, each Local Agency should make its own determination whether using it is consistent with procurement policies and regulations of the local government agency.

A Local Agency is any city, county special district or other governmental body empowered to spend public funds.

The term of this Master Service Agreement (MSA) is three (3) years, with two (2) optional one-year renewals.

CONTRACT ADMINISTRATOR

The contract administrator during the term of this agreement will be:

Steve Lower

707 Third Street, Second Floor

West Sacramento, CA 95605

Phone: 916/375-4539

Fax: 916/375-4663

E-mail: steve.lower@dgs.ca.gov

NOTICE OF NON-GUARANTEES OF ORDERS

The State makes no guarantee of orders through this Master Contract.

CONTRACTOR COLLECTION AND PAYMENT OF THE DGS MANAGEMENT FEE

The current DGS administrative fee is set at 2% of the specified percentage of invoiced sales. The said administrative fee shall be added to the contractor billing and recovered from the participants requesting use of this contract. The Contractor is required to pay to DGS the recovered administrative fee in the form of a check payable to: Department of General Services, Procurement Division, and (Multiple Award Program). The Contractors must pay the assessed administrative fee to the State of California commencing 45 days after contract start date, continual by the 15th day of each proceeding month. This service will be performed by Contractor at no additional charge to DGS or participants.

The checks should be mailed to:

State of California – DGS

Procurement Division 707 Third Street, Second Floor

P.O. Box 989054

West Sacramento, CA 95605

Attn: Steve Lower, Multiple Award Program

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

Contractor shall show said administrative fee as a separate line item on each Participant's monthly invoice report. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each Participating State or Local Government Agency. DGS represents that it may at its discretion make separate arrangements with any Participating Subdivision for recovery of a DGS administrative fee on a direct payment method from any said Participants.

REPORTING REQUIREMENTS

The Contractor(s) shall deliver an invoice report of each Participant(s), "Total Participant Monthly Balance" to the Department of General Services (DGS) - Procurement Division (PD), no later than fifteenth (15) working day of the month following the invoice closing date. Each line of the report should be representing a Std. 213 in services contracting or comparable local government document and the associated invoice(s). The following report information is requested:

- a. The Contractor shall render invoices in triplicate to the name and address contained in the Exhibit B of each Std. 213.
- b. The ordering procedures will be issued after contract award(s).
- c. The Contractor shall deliver to the DGS - PD, Multiple Award Program, no later than the fifteenth (15) working day of the month following the period for which the data is compiled, a management report summarizing information for each agency and each order within the reporting period. Reports are to be provided for monthly services unless otherwise indicated by the DGS - PD. **COPIES OF ANY/ALL ORDERS WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR SHALL BE PROVIDED TO THE STATE OF CALIFORNIA - DGS.**
- d. Contractor shall provide monthly reporting in an electronic file with tab delimited text accessible in Microsoft Word, Excel or Access.
- e. Contractor shall remit a monthly report to the Department of General Services for services performed under this contract. The monthly reports shall be submitted to DGS no later than the 15th Calendar day of the following month, and contain the following information:
 1. Date of each Agency transaction
 2. Customer name (department, agency, etc.)
 3. Customer address, telephone number
 4. Customer contact person (department, agency, etc.)
 5. Invoice number issued by the Contractor's firm
 6. Corresponding customer purchase order number
 7. DGS/Agency customer billing code
 8. Type of Service or Product
 9. Hourly rate
 10. Amount of the invoice
 11. Contractor payment for DGS Administrative fee total

The end of the report shall contain a cumulative summary section which recaps associated order and invoice numbers/amounts by agency.

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

CONTRACT RENEWAL

Contractor shall in writing request each one year optional contract extension to the DGS Contract Administrator ninety (90) days prior to the contract term date.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current 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 Agreements and Contractor shall not be obligated to perform any provision of this Agreement.
- B. 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 occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. 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

PLEASE NOTE: This page will not be included with your final agreement. The General Terms and Conditions (GTC - 307) (Attachment 1) will be included in the agreement by referenced to Internet site: www.dgs.ca.gov/contracts .

CONTRACTOR CERTIFICATION CLAUSES

PLEASE NOTE: This page will not be included with your final agreement. The contractor Certification Clauses (CCC – 307) will be signed and completed as (Attachment 2) and will be included in the agreement by referenced to Internet site: www.dgs.ca.gov/contracts .

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

STANDARD 204, PAYEE DATA RECORD

PLEASE NOTE: This page will not be included with your final agreement. The contractor Payee Data Record (STD 204) will be signed and completed as (Attachment 3) and will be included in the agreement by referenced to Internet site:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with (Agency Name, Director or Designee Title) 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 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 State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization 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 as to the State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract 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 contract. Contractor shall continue with the responsibilities under this Agreement during any dispute.

PRODUCT PRICES

Prices quoted shall be a firm fixed price for three (3) years.

CANCELLATION/TERMINATION

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.

- a. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.

ELECTRONIC LIBRARY SERVICES SPECIAL PROVISIONS

Attachment 4

- 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 contract or of law, if at any time during the operation of this contract the Federal Government adopts or promulgates a policy, law or regulation prohibiting States from entering into the contractual arrangement described in this contract, this contract shall immediately become void and of no further effect, and any sums otherwise due to Contractor under the terms of this contract or by any other remedy of law for services performed under this contract shall be forfeited.
- d. If this contract is terminated by the State or the contractor, the Contractor shall be entitled to receive the agreed-upon fee under this contract for the duration of each approved Task Schedule for new federal revenues directly attributable to services of the Contractor that have been completed by the Contractor prior to termination.
- e. Contractor may terminate this Agreement upon 90 days prior written notice to the State.



**RISK & INFORMATION ANALYTICS GROUP APPLICATION & AGREEMENT – GOVERNMENT AGENCIES
ADDENDUM TO MASTER SERVICES AGREEMENT (CALIFORNIA)**

The Master Services Agreement effective July 1, 2008, a/k/a DGS Contract 5-08-99-04 ("MSA") by and between LexisNexis, a division of Reed Elsevier, Inc. ("Contractor") and California Department of General Services ("DGS"), is amended by this Risk & Information Analytics Group Application and Agreement ("Agreement") to provide additional services to DGS or Agency (defined below). For the avoidance of doubt, the Master Services Agreement dated March 1, 2004 is superceded and replaced by the above-mentioned MSA. Contractor's subsidiary, LexisNexis Risk & Information Analytics Group Inc. f/k/a LexisNexis Risk Management Inc. ("LN") provides the products and services listed in Part 4 (the "LN Services") of this Agreement. The information submitted on this Agreement will be used to determine Agency'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, Agency hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

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

SECTION A: AGENCY INFORMATION ("AGENCY")

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

Product IP Address [] [] [] [] [] []
 Product IP Address Range From [] [] [] [] [] [] To [] [] [] [] [] []

SECTION B: ACCOUNT ADMINISTRATOR CONTACT INFORMATION

Last Name _____ First Name _____ Title _____
 Telephone _____ Extension _____ Fax _____
 Email Address _____ SSN _____
 *Computer IP Address _____

SECTION C: TYPE OF BUSINESS

INDUSTRY CLASS (check the item that best describes the type of business – Select One Industry and one Sub Industry)

- | | | |
|--|--|---|
| <input type="checkbox"/> Federal Government | <input checked="" type="checkbox"/> State & Local Government | <input type="checkbox"/> Other |
| <input type="checkbox"/> Administrative | <input checked="" type="checkbox"/> Administrative | <input type="checkbox"/> Advertising / PR |
| <input type="checkbox"/> Child Support | <input type="checkbox"/> Child Support | <input type="checkbox"/> Business Services |
| <input type="checkbox"/> Human & Social Services | <input type="checkbox"/> Human & Social Services | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Law Enforcement | <input checked="" type="checkbox"/> Law Enforcement | <input type="checkbox"/> Industrial / Manufacturing |
| <input type="checkbox"/> Regulatory | <input type="checkbox"/> Regulatory | <input type="checkbox"/> Industrial / Services |
| <input type="checkbox"/> Tax & Revenue | <input type="checkbox"/> Tax & Revenue | <input type="checkbox"/> Attorney / Law Office |
| | | No. of Attorneys: _____ |
| | | Practicing area of Law: _____ |
| | | <input type="checkbox"/> Management Consulting |
| | | <input type="checkbox"/> Other _____ |
- DEPARTMENT (Check the department that will be using this service – Select ONE)
- | | | |
|--|--|---|
| <input type="checkbox"/> Call Centers / New Accounts | <input type="checkbox"/> Entitlements | <input type="checkbox"/> Subrogation Department |
| <input type="checkbox"/> Claims | <input type="checkbox"/> Fraud / Investigations | <input type="checkbox"/> Underwriting |
| <input type="checkbox"/> Collections | <input type="checkbox"/> HR / Employment Screening | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Credit | <input type="checkbox"/> Legal / Compliance | |
| <input type="checkbox"/> Direct Marketing | <input type="checkbox"/> Resellers | |

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 _____

ATTACHMENT 6

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

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

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

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone _____ Extension _____ Fax _____
 Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____
 Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____

Part 4: AVAILABLE PUBLIC RECORDS SERVICES

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Accurant | <input type="checkbox"/> Anti-Money Laundering Solutions | <input type="checkbox"/> LexisNexis RiskWise |
| <input type="checkbox"/> Accurant for Collections | <input type="checkbox"/> ChargebackDefender | <input type="checkbox"/> LN Batch Services |
| <input type="checkbox"/> Accurant for Government | <input type="checkbox"/> Collections Solutions | _____ NCOA (Must submit PAF) |
| <input type="checkbox"/> Accurant for Insurance | <input type="checkbox"/> FraudDefender | <input type="checkbox"/> OneScore |
| <input type="checkbox"/> Accurant for Legal Professionals | <input type="checkbox"/> InstantID CIP | <input type="checkbox"/> RecoverScore |
| <input checked="" type="checkbox"/> Accurant LE | <input type="checkbox"/> InstantID Q&A | <input type="checkbox"/> Risk Management Solutions |
| <input checked="" type="checkbox"/> Accurant LE Plus | <input type="checkbox"/> InstantID | |

Part 5: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE (At least one must be INITIALED to be permitted access to GLBA data.)

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"). Agency certifies it has a permissible use under the GLBA to use and/or obtain such information and Agency further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- _____ No permissible use.
- _____ 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- _____ 1. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only).
- _____ 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
- _____ 3. In required institutional risk control programs.
- _____ 4. In resolving customer disputes or inquires.
- _____ 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
- _____ 6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
- _____ 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements.
- _____ 8. 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 B: DPPA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to DPPA data.)

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"). Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- _____ No permissible use.
- _____ 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-

ATTACHMENT 6

regulatory body, including investigation in anticipation of litigation.

2. 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.
3. Use by a government agency but only in carrying out its functions.
4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.
5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
7. 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 require under Chapter 313 of Title 49 of the United States Code. (Accurint 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 Agency may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Agency agrees and certifies it will only use the information described in Sections A and B of this Part 5 in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Part 6: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate ("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, Agency 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 be INITIALED 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 be INITIALED 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 Agency 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 be INITIALED 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;

ATTACHMENT 6

Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one must be INITIALED 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 Agency 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 7: TERMS AND CONDITIONS

By execution hercof, LN and Agency acknowledge and agree that in the event Agency orders any LN Services (as defined hereunder), the following additional provisions apply:

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 restricted, non-exclusive, non-transferable license to use the LN Services solely for law enforcement purposes which comply with applicable privacy laws.

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

3. **CHARGES:** For each response to a request for information the Agency agrees to pay to LN for use of the LN Services the applicable charge for the information requested as provided in accordance with specialized pricing terms pursuant to the MSA. The Agency shall pay to LN fees in accordance with the prices agreed upon pursuant to the MSA unless otherwise mutually agreed upon in writing by the parties.

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 LN 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 forty-five (45) 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. All remittances shall be sent to LexisNexis Risk & Information Analytics Group Inc., PO Box 538358, Atlanta, GA 30353-8358. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

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

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

9. **DISCLAIMER OF WARRANTIES: LN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR**

ATTACHMENT 6

IMPLIED WITH RESPECT TO THE LN SERVICES AND INFORMATION PROVIDED THEREBY. LN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

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

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

12. ENTIRE AGREEMENT: This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, and modifies the MSA solely as it pertains to the provision of LN Services to Agency. All other terms and conditions of the MSA shall otherwise remain in full force and effect. Any new, other, or different terms supplied by the Agency beyond the terms contained herein for provision of the LN Services hereunder, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. In the event any one or more provisions of this Agreement or of any exhibit, schedule or attachment hereto are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

13. MISCELLANEOUS: Hereafter, in the event additional agencies, divisions or departments of DGS ("Additional Accounts") wish to utilize any of the LN Services, said Additional Accounts shall execute a Risk & Information Analytics Group Application Additional Form as per sample attached hereto as Exhibit A.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this 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.

APPLICANT

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

*** Please note: Sign where indicated and submit the Agreement and any supporting documentation.**



EXHIBIT A -- RISK & INFORMATION ANALYTICS GROUP APPLICATION ADDITIONAL FORM

The Risk & Information Analytics Group Application and Agreement dated _____, 20____ (the "Agreement") is amended by this Risk & Information Analytics Group Application Additional Form ("Additional Agreement") to provide additional services to Customer (as defined below). Capitalized terms used herein but not otherwise defined hereunder shall have the meaning set forth in the Agreement.

Add an additional billing account New Permissible Purpose Selection Add/Change Service

**Part 1:
SECTION A: COMPANY INFORMATION ("Customer")**

Company Name _____
 Physical Address _____
 City _____ State _____ Zip _____
 Telephone _____ Company 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 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 of the 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 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 of the following pieces of identified information.

1. First five digits of your Social Security number _____ - _____
2. Full date of birth _____
3. Complete Home Address _____

Part 2: (Customer must provide Business Documentation if applicable.)

SECTION A: BUSINESS INFORMATION

Publicly Traded Company (Ticker Symbol _____ Exchange _____)
 Private Corporation Sole Proprietor Partnership / LLC State of _____
 No. of Employees _____ No. of years in business _____ Parent Company _____
 No. of Attorneys _____ Practicing Area of Law _____

Business / Professional License Number _____
 Date Issued / Expiration Date _____ Issuing dept. or division _____
 County Issued _____ State _____

SECTION B:

Has Customer or Customer's agent, employee, or user ever been subject to civil, criminal, or professional sanctions in their line of business? Yes No

If ycs, please describe in detail and provide information about the corrective measure taken: _____

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Has Customer or Customer's agent, employee, or user been barred or prevented from conducting business in any jurisdiction (local, state or federal)? Yes No

If yes, please describe in detail and provide information about the corrective measure taken: _____

Part 3: CREDIT CARD INFORMATION (if you choose to be billed on a credit card, fill out this portion and proceed to Part 5. If you choose to be billed directly, skip this portion and proceed to Part 4). 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 LN 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 4: DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion and proceed to Part 5.) By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Additional Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer 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 5: 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 _____

Part 6: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS ONLINE PRODUCTS

- | | | |
|---|--|--|
| <input type="checkbox"/> Accurint | <input type="checkbox"/> Accurint for Legal | <input type="checkbox"/> InstantID Q&A |
| <input type="checkbox"/> Accurint for Collections | <input type="checkbox"/> Anti-Money Laundering Solutions | <input type="checkbox"/> LN Vendor Screening |
| <input type="checkbox"/> Accurint for Government | <input type="checkbox"/> ChargebackDefender | <input type="checkbox"/> Rate Evasion Evaluation |
| <input type="checkbox"/> Accurint for Health Care | <input type="checkbox"/> Collections Solutions | <input type="checkbox"/> RecoverScore |
| <input type="checkbox"/> Accurint for Insurance | <input type="checkbox"/> FraudDefender | <input type="checkbox"/> Risk Management Solutions |
| <input type="checkbox"/> Accurint for LE | <input type="checkbox"/> InstantID | <input type="checkbox"/> RiskWise Solutions |
| <input type="checkbox"/> Accurint for LE Plus | <input type="checkbox"/> InstantID CIP | |

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

- LN Batch Accurint Batch NCOA (Must submit PAF)

SECTION C: CONSUMER REPORT PRODUCTS ONLINE PRODUCTS

The LN Services provided under these Sections B and C constitute Consumer Reports as defined in the Agreement. In selecting these Consumer Report services Customer certifies it will only obtain a Consumer Report for a permissible purpose as defined by the FCRA and similar laws.

- | | | |
|--|---|--|
| <input type="checkbox"/> Banko Collections Solutions | <input type="checkbox"/> Full Service Screening | <input type="checkbox"/> Specialty Screening |
| <input type="checkbox"/> Express Screening ** | <input type="checkbox"/> OneScore | <input type="checkbox"/> ThinDex |

** 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 7: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE (At least one must be INITIALED to be permitted access to GLBA data.)

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 a permissible use

ATTACHMENT 6

under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- _____ No permissible use.
- _____ 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- _____ 1. (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).
- _____ 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
- _____ 3. In required institutional risk control programs.
- _____ 4. In resolving customer disputes or inquires.
- _____ 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
- _____ 6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
- _____ 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements.
- _____ 8. 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 B: DPPA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to DPPA data.)

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 information and Customer further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- _____ No permissible use.
- _____ 1. 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.
- _____ 2. 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.
- _____ 3. Use by a government agency but only in carrying out its functions.
- _____ 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.
- _____ 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
- _____ 6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
- _____ 7. 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 require under Chapter 313 of Title 49 of the United States Code. (Accurint 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 only use the information described in Sections A and B of this Part 7 in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Additional Agreement on behalf of the Customer listed above and that the statements I have provided in this Additional Agreement are true and correct. Further, I hereby certify that the Customer agrees to the Terms and Conditions for use of LN Services.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

*** Please note: Sign where indicated and submit the Additional Agreement and any supporting documentation.**