



**LexisNexis Police Reports Application & Agreement
(Monthly Commercial Account)**

LexisNexis Claims Solutions Inc. on behalf of itself and its Affiliates (“LN”) provides a web-based portal through which its Customers (as defined below) may access and receive copies of crash reports (the “LN Services”). The information submitted on this LexisNexis Police Reports Application and Agreement (“**Agreement**”) will be used to determine the Customer’s (as defined 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. “**Affiliates**” are those affiliates of LexisNexis Claims Solutions Inc. that provide LN Services pursuant to this Agreement.

REQUIRED DOCUMENTS

The Agreement must be accompanied by copies of the following required documents:

<p>One (1) of the following active documents:</p> <ul style="list-style-type: none"> Professional License or Regulated License (required if your organization is professionally regulated) Secretary of State business filing such as Articles of Incorporation, Articles of Organization, LLC, or LLP 501 (c)(3) Certification (issued by the IRS or State Revenue Dept.) 	<p>OR</p>	<p>Two (2) active documents from the following four (4) bulleted items – only one document from within each bullet allowed:</p> <ul style="list-style-type: none"> One of: Business License, Occupational License or equivalent business document issued by the city, county or state licensing jurisdiction One of: Commercial Insurance Policy Declaration Page OR Current phone bill (within 60 days) One of: Sales Tax Registration OR Franchise Tax Certificate FEIN letter issued by IRS
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If Customer has been in business for less than six (6) months, provide copies of two (2) of the following documents in the name of the Customer at the address below:

- Current utility bill (electric, gas, water, or phone within the last sixty (60) days)
- Current bank statement (within the last sixty (60) days)
- Proof of commercial insurance
- Lease agreement or property ownership document

If the Main Phone Number provided below is a cell phone, provide the following documents in the name/address of the Customer and/or Principal:

- A copy of the current or previous month’s cellular bill
- AND
- One of the following:
 - a. Copy of a current (within the last sixty (60) days) utility bill or credit card statement
 - b. Copy of lease at the Customer’s address listed below

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: COMPANY INFORMATION (“Customer”) (P.O. Boxes and Mailed Addresses Cannot be Used)

Company Name (Full Legal Name) _____

DBA _____

Physical Address* _____

City _____ State _____ Zip _____

Main Phone Number* _____ Fax _____ Web Address _____

* Physical location where information will be used.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address _____

City _____ State _____ Zip _____

IP Address _____
IP Address Range** From _____ To _____

**If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____ Email Address _____
Admin IP Address _____

*For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

- 1. First five (5) digits of your Social Security Number _____
- 2. Full date of birth _____
- 3. Home address _____
- 4. BAR Code No. _____

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____ Email Address _____
Admin IP Address _____

*For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

- 1. First five (5) digits of your Social Security Number _____
- 2. Full date of birth _____
- 3. Home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE. Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

SECTION C: BUSINESS PROFILE

Publicly Traded Company Ticker Symbol _____ Exchange _____

Private Corporation Sole Proprietor* Partnership* LLC State Of _____

Subsidiary Yes No Parent Company _____ No of Years in business _____

No. of Employees _____ Federal Employer ID Number _____ SIC Code _____

*** Additional Information and Instructions (Sole Proprietors and Partnerships Only)**

Each general partner of a Partnership and Sole Proprietors must provide two (2) of the three (3) pieces of information requested below:

<p>1. Name _____</p> <p>First five (5) digits of SSN _____</p> <p>Full date of birth _____</p> <p>Home address _____</p>	<p>2. Name _____</p> <p>First five (5) digits of SSN _____</p> <p>Full date of birth _____</p> <p>Home address _____</p>
<p>3. Name _____</p> <p>First five (5) digits of SSN _____</p> <p>Full date of birth _____</p> <p>Home address _____</p>	<p>4. Name _____</p> <p>First five (5) digits of SSN _____</p> <p>Full date of birth _____</p> <p>Home address _____</p>

SECTION D: INDUSTRY INFORMATION (select one)

Insurance Law Firm Private Investigator

Healthcare News Media

Other (specify) _____

SECTION E: PURPOSE OF USE

Describe _____

SECTION F: SITE VISIT INFORMATION

Site visits may be required for any Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact _____ Contact Phone _____

Contact Email _____

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD BILLING INFORMATION

If you choose to be billed on a credit card, please call (1-866) 528-0570, complete this SECTION A, skip SECTION B, proceed to SECTION C and 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. Please provide authorization signature on the final page of this Agreement. (Must be the signature of the individual whose name is on the account).

BILLING CONTACT

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

SECTION B: DIRECT BILLING INFORMATION

If you choose to be billed directly, please complete SECTIONS B and C. Then proceed to Part 4 and provide authorization signature on final page of this Agreement.

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

BILLING CONTACT

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

SECTION C: 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 4 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide Customer access to the LN Services, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available and to which LN agrees in order to provide the Services to Customer.

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

(i) **Generally.** LN hereby grants to Customer a restricted license to use the LN Services solely for Customer’s use in compliance with applicable law for its own internal business purposes. Customer represents and warrants that all of Customer’s use of the LN Services shall be for only legitimate business purposes, limited strictly to those purposes specified by Customer in connection with a specific information request relating to its business, and as otherwise governed by the Agreement. Use of the LN Services by Customer for any other purpose, is strictly prohibited. In addition, Customer shall at all times comply with the following specific restrictions. Customer shall not resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data of or for third-parties. Customer agrees that it shall not create a direct link from another web site to the LN web site through which LN Services are accessed (the “Site”), and further agrees that it will not harvest, post, transmit, copy, modify, create derivative works from, or distribute anything obtained or downloaded by Customer from the Site.

Customer agrees not to upload or transmit through the Site any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of the Site or its end-users. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to the Site is strictly prohibited and may result in penalties or criminal charges. Customer agrees that it will not use any “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy, scrape, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials or information through any means not purposefully made available through the Site. Customer agrees that it will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any person’s authorized use of this Site. Customer agrees that it will not attempt to gain unauthorized access to any portions of this Site, other accounts, computer systems or networks connected to any of LN’s equipment and/or servers

through hacking, password mining or other means. Customer agrees that it will not obtain or attempt to obtain, materials or information through any means not intentionally made available through this Site.

Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provisions of this Agreement or law, LN may take immediate action including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product or database shared with third parties or used in any manner except for its own internal business purposes. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

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

(iii) Social Security Numbers and Driver's License Numbers. LN may in its sole discretion permit Customer to access Social Security Numbers (nine (9) digits) and driver's license numbers ("QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used or accessed by anyone other than an employee of Customer who has a need to know as part of their official duties for Customer pursuant to the terms of the Agreement and applicable law. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer. Customer acknowledges and agrees that it shall be required to satisfy the LN Credentialing policies and procedures governing the provision of QA Data to LN Customers, as such policies and procedures may be modified at any time at the sole discretion of LN. In that event, please contact LexisNexis Customer Service at 1-866-215-2771 for assistance.

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

(v) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksupp/, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general/ (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vi) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, Customer certifies that it will not use any of the information it receives through the LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account.

(vii) State Restrictions on Police Records. Customer warrants and represents that it will comply with all applicable local, state, federal, and international laws, statutes, ordinances, regulations and requirements regarding Customer's use of the LN Services and the Site. Further, Customer agrees that it will comply with the local and state-specific restrictions in regard to its access and use of such Police Records. Any unauthorized access or use of Police Records in violation of applicable laws and statutes is strictly prohibited and may result in penalties or criminal charges.

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

3. SECURITY. Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein.

Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against LN, shall indemnify LN from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

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

or completeness of information supplied through the LN Services. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. PRICING SCHEDULES. Fees applicable to the LN Services will be viewable at the time Customer places its order for each specific report. Customer shall then be charged the fee associated with that report at the time the order is placed. For Customers under a monthly invoice arrangement, Customer shall be invoiced monthly for all orders placed during the previous calendar month according to the fee associated with each report at the time the order was placed. If, upon viewing the fee associated with a particular report that Customer intends to order, Customer does not complete the transaction, Customer will not be invoiced for that incomplete transaction. LN reserves the right to adjust its fees at any time and at its sole discretion.

6. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Notwithstanding anything in this Agreement to the contrary, LN shall own Customer's search inquiry data used to access the LN Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information product development plans, forecasts, data contained in LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. PAYMENT OF FEES. Customer shall be responsible for payment for all LN Services ordered by Customer or obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents.

Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. To the extent Customer terminates the Agreement, there shall be no pro-rationing of the current monthly fee or any other pre-paid fees. Payments shall be received within twenty (20) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim. LN will assess a returned check fee of Twenty-Five Dollars (\$25) or the maximum amount allowed under applicable law for any check draft payments to LN which are returned unpaid for reason of insufficient funds. If Customer's account is placed for collection with a third-party collection agency, Customer agrees to pay collections fee in the amount of the greater of Twenty-Five Dollars (\$25.00) or twenty five percent (25%) of the amount placed for collection.

8. TERM OF AGREEMENT. This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the “Term”).

9. TERMINATION. Either party may terminate this Agreement at any time for any reason.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without effect to conflicts of law principles. Additionally, any action brought pursuant to Customer's use of the LN Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Fulton County, Georgia.

11. ASSIGNMENT. Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

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

13. LIMITATION OF LIABILITY. Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.

14. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

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

16. AUDIT. Customer understands and agrees that, in order to ensure compliance with applicable federal, state, and local laws, rules and regulations, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

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

18. ATTORNEYS' FEES. The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

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

20. CUSTOMER CHANGES. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. RELATIONSHIP OF PARTIES. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

22. CHANGE IN AGREEMENT. By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. PUBLICITY. Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. ENTIRE AGREEMENT. Except as otherwise provided herein, 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 other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

25. MISCELLANEOUS. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)