

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations		
Full legal name of agency:	Main phone number for address*:	
	*If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:	Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:	
Website address:	External Agency IP Address (https://www.whatismyIP.com):	
External Agency IP Range – From:	External Agency IP Range – To:	
Agency information:		
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input type="checkbox"/> Local/Municipal Government
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement	<input type="checkbox"/> Local/Municipal Law Enforcement
<input type="checkbox"/> Other (please explain):		
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & last name):	Title:	
E-Mail Address:	Admin IP Address:	
Required for local and municipal agencies:		
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:	
Section III – Billing Information		
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>	Title:	
Billing Address (street, city, state, zip):	Telephone:	
E-Mail Address:	Sales Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption	
Do you require a PO number on invoice:		
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:		
Section IV – Business-to-Business Vendor Reference		
Required for local and municipal agencies:		
Company Name:	Contact:	
Business Address (street, city, state, zip):	Contact Phone Number:	
E-mail Address:	Account Number (if applicable):	

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:

Contact Phone:

Contact Email Address:

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

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

Applicant Signature:

Date Signed:

Applicant Name:

Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Phone: _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	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 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
	Use by a government agency, but only in carrying out its functions.
	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
	For use in providing notice to the owners of towed or impounded vehicles.
	For use in connection with the operation of private toll transportation facilities.

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

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

	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 (1) must be checked to receive Social Security Numbers)

	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

	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 (1) must be checked to receive Driver's License Numbers)

	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. DMF:** The federal Death Master File.
- d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

Fraud Prevention and identity verification purposes
For uses permitted or required by law
For uses permitted or required by governmental rules
For uses permitted or required by regulation
For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

- Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
- Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
- Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
- Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
- Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

CUSTOMER: _____

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)