

## **For Verification of Occupancy and SSN Identity Verification (Requires Credentialing)**

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

(i) **Generally.** [BSI] hereby grants to Customer a restricted license to use the [BSI] Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the [BSI] Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the [BSI] Services for marketing purposes or resell or broker the [BSI] Services to any third party and shall not use the [BSI] Services for personal (non-business) purposes. Customer shall not use the [BSI] Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if [BSI] determines or reasonably suspects that continued provision of [BSI] Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the [BSI] Services for personal (non-business) purposes or using the [BSI] Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, [BSI] may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the [BSI] Services. Customer shall not access the [BSI] Services from Internet Protocol addresses located outside of the United States and its territories without [BSI]'s prior written approval. Customer may not use the [BSI] Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the [BSI] Services and information provided therein. [BSI] may at any time mask or cease to provide Customer access to any [BSI] Services or portions thereof which [BSI] may deem, in [BSI]'s sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the [BSI] Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the [BSI] Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain [BSI] Services and will recertify upon request by [BSI]. Customer certifies with respect to GLBA Data received through the [BSI] Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the [BSI] 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 [BSI] 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 [BSI] Services and will recertify upon request by [BSI].

(iv) **Social Security and Driver's License Numbers.** [BSI] may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by [BSI] to receive QA Data, and Customer obtains QA Data through the [BSI] Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by [BSI] policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit QA Data obtained through the [BSI] Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by [BSI]. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without [BSI]'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. [BSI] may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the [BSI] Services. .

(vi) **National Change of Address Database.** [BSI] is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the [BSI] Services, Customer hereby certifies to [BSI] that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to [BSI] the NCOA Processing Acknowledgement Form.

(vii) **Additional Terms.** Certain materials contained within the [BSI] Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the [BSI] Services, Customer agrees to comply with the General Terms and Conditions for Use of [BSI] Services contained at the following website: [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) **Fair Credit Reporting Act.** The [BSI] 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.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the [BSI] 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, (A) Customer certifies that it will not use any of the information it receives through the [BSI] 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; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the [BSI] Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the [BSI] Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use the [BSI] Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the [BSI] Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the [BSI] Services to take any "adverse action," as that term is defined in the FCRA.

(ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from [BSI], without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by [BSI], or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by [BSI], Customer shall complete any state forms that [BSI] is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) [BSI] (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) American Board of Medical Specialties ("ABMS") Data. If Customer is permitted to access ABMS Data from [BSI], Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) HIPAA. Customer represents and warrants that Customer will not provide [BSI] with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(iii) and 1(ix), 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.

2. **SECURITY.** Customer acknowledges that the information available through the [BSI] 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 [BSI] 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 [BSI] Services for personal reasons, or (ii) transfer any information received through the [BSI] 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 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the [BSI] 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 [BSI] Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the [BSI] Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the [BSI] Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by [BSI]; (i) not access and/or use the [BSI] Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by [BSI]; and (j) take all steps to protect their networks and computer environments, or those used to access the [BSI] Services, from compromise. Customer agrees that on at least a quarterly basis it will 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. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the [BSI] Services and will immediately notify [BSI], in writing to the [BSI] if Customer suspects, has reason to believe or confirms that a User ID or the [BSI] 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 other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse [BSI] for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the [BSI] Services, or any actions required as a result thereof. Furthermore, in the event that the [BSI] 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 [BSI]'s reasonable discretion. Customer agrees that such notification shall not reference [BSI] or the product through which the data was provided, nor shall [BSI] be otherwise identified or referenced in connection with the Security Event, without [BSI]'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 [BSI], shall indemnify [BSI] from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to [BSI] for review and approval prior to distribution. In the event of a Security Event, [BSI] may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

3. **PERFORMANCE.** [BSI] will use commercially reasonable efforts to deliver the [BSI] Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the [BSI] Services; provided, however, that Customer accepts all information "**AS IS.**" Customer acknowledges and agrees that [BSI] obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on [BSI] for the accuracy or completeness of information supplied through the [BSI] Services. Without limiting the foregoing, the criminal record data that may be provided as part of the [BSI] Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain [BSI] Services which may be otherwise available. [BSI] 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 [BSI] Services. In the event that [BSI] 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, [BSI] will, at Customer's option, issue a prorated credit to Customer's account.

4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the [BSI] Services' information, programs or computer applications. Customer acknowledges that [BSI] (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 [BSI] Services and the data and information that they provide. Customer shall use such materials in a manner consistent with [BSI]'s interests and the terms and conditions herein, and shall notify [BSI] of any threatened or actual infringement of [BSI]'s rights. Notwithstanding anything in this Agreement to the contrary, [BSI] or [BSI]'s data provider shall own Customer's search inquiry data used to access the [BSI] 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 [BSI] 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 [BSI]'s information, product information, pricing information, product development plans, forecasts, data contained in [BSI] 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.

5. **WARRANTIES/LIMITATION OF LIABILITY.** Neither [BSI], nor its subsidiaries and affiliates, nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, [BSI], its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "[BSI]") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the [BSI] Services) for any loss or injury arising out of or caused in whole or in part by [BSI]'s acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the [BSI] Services. If, notwithstanding the foregoing, liability can be imposed on [BSI], then Customer agrees that [BSI]'s aggregate liability for any and all losses or injuries arising out of any act or omission of [BSI] 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 [BSI] 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 [BSI]. [BSI] does not make and hereby disclaims any warranty, express or implied with respect to the [BSI] Services. [BSI] does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the [BSI] Services or information provided therein. In no event shall [BSI] be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in [BSI] Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. [BSI] 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.

6. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless [BSI] 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 [BSI]; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. [BSI] 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 [BSI] 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 [BSI]; (ii) Customer must provide any assistance which [BSI] may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by [BSI]); and (iii) [BSI] 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, [BSI] 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 [BSI] Services; (2) Customer's failure to use any corrections made available by [BSI]; (3) Customer's use of the [BSI] Services in combination with any product or information not provided or authorized in writing by [BSI]; 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 [BSI] Services, or if [BSI] determines that any part of the [BSI] Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third party, [BSI] may in its sole discretion and at its option (A) procure for Customer the right to continue using the [BSI] Services; (B) replace or modify the [BSI] Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the [BSI] Services; or (C) terminate this Agreement and refund any fees relating to the future use of the [BSI] Services. The foregoing remedies constitute Customer's sole and exclusive remedies and [BSI]'s entire liability with respect to infringement claims or actions.

7. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and [BSI]'s obligations under its contracts with its data providers and [BSI]'s internal policies, [BSI] may conduct periodic reviews of Customer's use of the [BSI] Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of [BSI] 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 [BSI] will be subject to immediate action including, but not limited to, suspension or termination of the license to use the [BSI] Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

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

9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to [BSI] Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to [BSI] Services no less than annually. Customer shall keep records of such training.

10. **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.

11. **TAXES.** The charges for all [BSI] 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.

12. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that [BSI] will only allow Customer access to the [BSI] Services if Customer's credentials can be verified in accordance with [BSI]'s internal credentialing procedures. Customer shall notify [BSI] immediately of any changes to the information on Customer's Application for the [BSI] Services, and, if at any time Customer no longer meets [BSI]'s criteria for providing such service, [BSI] may terminate this Agreement. Customer is required to promptly notify [BSI] of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

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

14. **CHANGE IN AGREEMENT.** By receipt of the [BSI] Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as [BSI] shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. [BSI] may, at any time, impose restrictions and/or prohibitions on the Customer's use of the [BSI] Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in [BSI] 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 [BSI] of such restrictions, Customer agrees to comply with such restrictions.

15. **PUBLICITY.** Customer will not name [BSI] or refer to its use of the [BSI] Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding [BSI] or Customer's use of the [BSI] Services.

16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: [BSI] has adopted the "[BSI] 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: \[BSI WEB PAGE or LN's page at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx\]](http://www.lexisnexis.com/privacy/data-privacy-principles.aspx).

17. **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.

18. **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 [BSI] 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 [BSI] 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 new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by [BSI] unless [BSI] agrees to them in a signed writing specifically including those new, other, or different terms. 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.

19. **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.

## APPENDIX I

### GLBA Purpose

The services provided under this Agreement may contain information governed by the Gramm-Leach-Bliley Act (GLBA). In accordance with the GLBA, you **must** submit the purpose for which you intend to utilize this information. The purpose you submit will govern the behavior of submitted query. When creating applications, you should provide end-users with the ability to change the submitted purpose if the purpose for which they are conducting queries could change.

### Description Code

#### **1 Transactions Authorized by Consumer**

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer

#### **11 Transactions Authorized by Consumer (Application Verification Only)**

As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications

#### **2 Law Enforcement Purpose**

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, self-regulatory organizations, or for an investigation on a matter related to public safety

#### **3 Use by Persons Holding a Legal or Beneficial Interest Relating to the Consumer**

For use by persons holding a legal or beneficial interest relating to the consumer

#### **12 Use by Persons Acting in a Fiduciary Capacity on Behalf of the Consumer**

For use by persons acting in a fiduciary or representative capacity on behalf of the consumer

#### **5 Fraud Prevention or Detection**

For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability

#### **6 Required Institutional Risk Control**

For required institutional risk control, or for resolving customer disputes or inquiries

#### **7 Legal Compliance**

For use to comply with Federal, State, or local laws, rules, and other applicable legal requirements

#### **0 No Permissible Purpose (default)**

## **DPPA Purpose**

The services provided under this Agreement may contain information governed by the Driver's Privacy Protection Act of 1994 (DPPA). Pursuant to the DPPA, you may only access this database for one of the permitted uses set forth below. The purpose you submit governs the behavior of submitted query. When creating applications, you should provide end-users with the ability to change the submitted purpose if the purpose for which they are conducting queries could change.

### **Description Code**

- 1 Use by a court, law enforcement agency or other government agency or entity, acting directly on behalf of a government agency.
- 2 Use for any matter regarding motor vehicle or driver safety or theft (except by motor vehicle manufacturers).
- 3 For use in the normal course of business but only to verify the accuracy of personal information submitted by the individual to the business; and if the submitted information is incorrect, 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.
- 4 Use in connection with a civil, criminal, administrative, or arbitral proceeding, including the service of process, investigation in anticipation of litigation, the execution or enforcement of judgments, or compliance with the orders of any court.
- 5 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.
- 6 Use by an insurer or insurance support organization, in connection with claims investigation activities or antifraud activities.
- 7 Use by a licensed private investigative agency, or licensed security service, for a purpose permitted above.
- 0 No Permissible Purpose