

LexisNexis® Risk Solutions Master Terms & Conditions - Government

These LexisNexis Risk Solutions Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of 02/28/24 (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **Teachers' Retirement System of the State of Kentucky** ("**Customer**"), with its principal place of business located at 479 Versailles Road Frankfort, KY 40601, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LNRS Services under these Master Terms (collectively referred to as "**LN**").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. SCOPE OF SERVICES/CUSTOMER

CREDENTIALING. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms 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. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, 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 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, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or 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 for

third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. 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 provision of these Master Terms 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. 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) **GLBA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN 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 LN 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 LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, 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.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA 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 (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA 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, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA 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; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN 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 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 Non-FCRA LN 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 Non-FCRA LN 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, use the Non-FCRA LN 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 Non-

FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "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 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 LN. Customer may not, to the extent permitted by the terms of these Master Terms, 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 these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) 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.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: 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 news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, 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 LN, 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 LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN 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.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), 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.

(xiii) Software. To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,

(b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

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 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), 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. To the extent permitted under applicable law, 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. To the extent permitted under applicable law, 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. 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.

Customer's confidential information. LN shall presume that all information received from Customer is confidential and subject to the provisions of KRS 161.585 unless otherwise designated by Customer, or as set forth in these Master Terms. Upon reasonable written request, as part of the Customer's annual audit or assessment of LN information security processes, LN shall provide to Customer a written executive summary of such audit or assessment relevant to the services provided herein.. LN shall provide physical and logical protection for all Customer written and electronic information. Electronic information shall be encrypted during transport and at rest. LN shall remain the responsible authority in charge of all information collected, used or disseminated by the LN in connection with the performance of this contract. LN shall provide adequate supervision and training to its agents, employees and

subcontractors to ensure compliance with the terms of this contract. Confidential information shall remain the property of Customer at all times. The following provisions also apply:

No Dissemination of confidential information. No confidential information collected, maintained or used in the course of the contract shall be disseminated except as authorized by law and with the written consent of Customer during the period of the contract or thereafter. LN must return or destroy any and all information collected, maintained, created or used in the course of the performance of the contract in whatever form it is maintained promptly at the request of Customer. In accordance with applicable legal and disaster recovery requirements, each party may store copies of confidential information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

Subpoena. In the event that a subpoena or other legal process is served upon the LN for records containing Customer's confidential information, LN shall promptly notify Customer and cooperate with Customer in any lawful effort to protect the confidential information, at Customer's expense.

Reporting of unauthorized disclosure. LN shall as soon as commercially practicable, but no later than three (3) business days, report to Customer any unauthorized disclosure of confidential information. LN, in reasonable consultation with Customer, will manage the disclosure consistent with the requirements of applicable law.

Customer, may periodically, but not more than once per calendar year and subject to the execution of a confidentiality and non-disclosure agreement, upon thirty (30) days written notice and having provided a plan for such review to LN, review certain LN records regarding LN's compliance with obligations regarding information security. Such review shall be conducted at a mutually agreed upon time, so as not to disrupt LN's business operations. Customer agrees that any information provided by LN: 1) shall not be disclosed by Customer to any third party without LN's express written approval; 2) shall be afforded the same protections as Customer affords its own confidential information; and 3) shall only be used for Customer's internal business purposes. Customer agrees to abide by LN's applicable policies during any such review. Nothing contained herein shall be construed as requiring LN to disclose information that is protected by the attorney-client privilege or otherwise confidential.

Survives Termination. LN's obligations under this section regarding the security, confidentiality and ownership of confidential information as set forth in this section shall survive termination of this contract.

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. Without limiting the foregoing, the criminal record data that may be provided as part of the LN 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 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.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. 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 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 promptly notify LN of any threatened or actual infringement of LN's rights. 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, the 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 under applicable law. 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 these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise 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 (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. To the extent permitted by Kentucky law, any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are 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"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. The Customer is an agency of the Commonwealth of Kentucky and these Master Terms shall be governed by the laws of the State of Kentucky, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION 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. The 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.

14. **LIMITATION OF LIABILITY.** LN acknowledges that Customer is an agency of the Commonwealth of Kentucky and Customer has informed LN that Customer may be prohibited by the Kentucky Constitution from limiting the liability of LN; however, to the extent that Customer may be able effectively to agree under Kentucky law, if at all, neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, 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 these Master Terms, 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 the amount of fees actually paid by Customer to LN under this Agreement during the eighteen (18) month period preceding the event that gave rise to such loss or injury. 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. LN acknowledges that such limitation may be deemed unenforceable under Kentucky law.

15. **INDEMNIFICATION.** LN acknowledges that Customer is an agency of the Commonwealth of Kentucky and Customer has informed LN that Customer is prohibited by the Kentucky Constitution from indemnifying LN; however, to the extent that Customer may be able effectively to agree under Kentucky law, if at all, 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 any third-party claim based upon (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 these Master Terms; 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, when used in accordance with these Master Terms, 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 these Master Terms 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. LN acknowledges that such indemnification may be deemed unenforceable under Kentucky law.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of 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.

17. **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 of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. 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.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, 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 these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

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 INFORMATION.** Customer certifies that 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, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) 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. 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. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

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 of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. 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.** (i) 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>. (ii) To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum available at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply (collectively, the "DPA"). LN may change such terms only to the extent that such change is required to comply with the Data Protection Laws, as defined therein, or does not have a material adverse impact on Customer's rights or obligations.

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 these Master Terms (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. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly

acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms 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 these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms 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 these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, 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 control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

Signature page to follow

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.



CUSTOMER: Teachers' Retirement System of the State of Kentucky

Signature



Print Name

Eric Wampler

Title

Deputy Executive Secretary

Dated

02/28/2024 (mm/dd/yy)

**SCHEDULE A
Batch Services (Non-FCRA)
(Monthly Minimum Commitment)**

Customer Name: Teachers' Retirement System of the State of Kentucky
 Billgroup #: _____
 LN Account Manager: Alexander Wright

This Schedule A sets forth additional or amended terms and conditions for the use of the Non-FCRA Batch services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 60 months beginning March 1, 2024 and ending February 28, 2029 (the "Term"). Either party may terminate this Schedule A by providing thirty (30) days prior written notice to the other party. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 Customer shall pay the prices for the LN Services as detailed in the price schedule.

Price Schedule	
Deceased	\$ [REDACTED] Per Input

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$ [REDACTED] ("Monthly Minimum Commitment").

2.3 Customer shall pay to LN the implementation fees as detailed in the Batch Implementation Fees table below for each new batch setup or change to an existing batch setup.

Batch Implementation Fees	
Criteria	Implementation Fee
One Product	\$ [REDACTED]
Multiple Products	\$ [REDACTED]
Any Product with Monitoring	\$ [REDACTED]
Bespoke (Rush, Custom, etc.)	Custom Quoted

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 13, 2024**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Teachers' Retirement System of the State of Kentucky

Signed:  _____

Name: Eric Wampler

Title: Deputy Executive Secretary

Date: February 29, 2024

LexisNexis® Risk Solutions Master Terms & Conditions - Government

These LexisNexis Risk Solutions Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of 02/28/24 (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **Teachers' Retirement System of the State of Kentucky** ("**Customer**"), with its principal place of business located at 479 Versailles Road Frankfort, KY 40601, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LNRS Services under these Master Terms (collectively referred to as "**LN**").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. SCOPE OF SERVICES/CUSTOMER

CREDENTIALING. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms 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. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, 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 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, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or 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 for

third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. 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 provision of these Master Terms 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. 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) **GLBA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN 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 LN 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 LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, 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.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA 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 (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA 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, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA 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; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN 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 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 Non-FCRA LN 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 Non-FCRA LN 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, use the Non-FCRA LN 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 Non-

FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "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 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 LN. Customer may not, to the extent permitted by the terms of these Master Terms, 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 these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) 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.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: 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 news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, 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 LN, 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 LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN 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.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), 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.

(xiii) Software. To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights,

(b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

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 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), 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. To the extent permitted under applicable law, 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. To the extent permitted under applicable law, 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. 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.

Customer's confidential information. LN shall presume that all information received from Customer is confidential and subject to the provisions of KRS 161.585 unless otherwise designated by Customer, or as set forth in these Master Terms. Upon reasonable written request, as part of the Customer's annual audit or assessment of LN information security processes, LN shall provide to Customer a written executive summary of such audit or assessment relevant to the services provided herein.. LN shall provide physical and logical protection for all Customer written and electronic information. Electronic information shall be encrypted during transport and at rest. LN shall remain the responsible authority in charge of all information collected, used or disseminated by the LN in connection with the performance of this contract. LN shall provide adequate supervision and training to its agents, employees and

subcontractors to ensure compliance with the terms of this contract. Confidential information shall remain the property of Customer at all times. The following provisions also apply:

No Dissemination of confidential information. No confidential information collected, maintained or used in the course of the contract shall be disseminated except as authorized by law and with the written consent of Customer during the period of the contract or thereafter. LN must return or destroy any and all information collected, maintained, created or used in the course of the performance of the contract in whatever form it is maintained promptly at the request of Customer. In accordance with applicable legal and disaster recovery requirements, each party may store copies of confidential information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

Subpoena. In the event that a subpoena or other legal process is served upon the LN for records containing Customer's confidential information, LN shall promptly notify Customer and cooperate with Customer in any lawful effort to protect the confidential information, at Customer's expense.

Reporting of unauthorized disclosure. LN shall as soon as commercially practicable, but no later than three (3) business days, report to Customer any unauthorized disclosure of confidential information. LN, in reasonable consultation with Customer, will manage the disclosure consistent with the requirements of applicable law.

Customer, may periodically, but not more than once per calendar year and subject to the execution of a confidentiality and non-disclosure agreement, upon thirty (30) days written notice and having provided a plan for such review to LN, review certain LN records regarding LN's compliance with obligations regarding information security. Such review shall be conducted at a mutually agreed upon time, so as not to disrupt LN's business operations. Customer agrees that any information provided by LN: 1) shall not be disclosed by Customer to any third party without LN's express written approval; 2) shall be afforded the same protections as Customer affords its own confidential information; and 3) shall only be used for Customer's internal business purposes. Customer agrees to abide by LN's applicable policies during any such review. Nothing contained herein shall be construed as requiring LN to disclose information that is protected by the attorney-client privilege or otherwise confidential.

Survives Termination. LN's obligations under this section regarding the security, confidentiality and ownership of confidential information as set forth in this section shall survive termination of this contract.

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. Without limiting the foregoing, the criminal record data that may be provided as part of the LN 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 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.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. 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 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 promptly notify LN of any threatened or actual infringement of LN's rights. 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, the 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 under applicable law. 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 these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise 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 (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. To the extent permitted by Kentucky law, any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are 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"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. The Customer is an agency of the Commonwealth of Kentucky and these Master Terms shall be governed by the laws of the State of Kentucky, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION 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. The 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.

14. **LIMITATION OF LIABILITY.** LN acknowledges that Customer is an agency of the Commonwealth of Kentucky and Customer has informed LN that Customer may be prohibited by the Kentucky Constitution from limiting the liability of LN; however, to the extent that Customer may be able effectively to agree under Kentucky law, if at all, neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, 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 these Master Terms, 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 the amount of fees actually paid by Customer to LN under this Agreement during the eighteen (18) month period preceding the event that gave rise to such loss or injury. 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. LN acknowledges that such limitation may be deemed unenforceable under Kentucky law.

15. **INDEMNIFICATION.** LN acknowledges that Customer is an agency of the Commonwealth of Kentucky and Customer has informed LN that Customer is prohibited by the Kentucky Constitution from indemnifying LN; however, to the extent that Customer may be able effectively to agree under Kentucky law, if at all, 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 any third-party claim based upon (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 these Master Terms; 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, when used in accordance with these Master Terms, 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 these Master Terms 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. LN acknowledges that such indemnification may be deemed unenforceable under Kentucky law.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of 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.

17. **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 of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. 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.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, 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 these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

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 INFORMATION.** Customer certifies that 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, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) 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. 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. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

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 of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. 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.** (i) 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>. (ii) To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum available at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply (collectively, the "DPA"). LN may change such terms only to the extent that such change is required to comply with the Data Protection Laws, as defined therein, or does not have a material adverse impact on Customer's rights or obligations.

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 these Master Terms (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. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly

acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms 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 these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms 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 these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, 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 control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

Signature page to follow

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.



CUSTOMER: Teachers' Retirement System of the State of Kentucky

Signature



Print Name

Eric Wampler

Title

Deputy Executive Secretary

Dated

02/28/2024 (mm/dd/yy)

SCHEDULE A
Batch Services (Non-FCRA)
(Monthly Minimum Commitment)

Customer Name: Teachers' Retirement System of the State of Kentucky
Billgroup #: _____
LN Account Manager: Alexander Wright

This Schedule A sets forth additional or amended terms and conditions for the use of the Non-FCRA Batch services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 60 months beginning March 1, 2024 and ending February 28, 2029 (the "Term"). Either party may terminate this Schedule A by providing thirty (30) days prior written notice to the other party. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

[REDACTED]

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 13, 2024**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Teachers' Retirement System of the State of Kentucky

Signed:  _____

Name: Eric Wampler

Title: Deputy Executive Secretary

Date: February 29, 2024



SCHEDULE A
Accurint for Government
 (Per User Subscription)

Agency Name: KY Teachers Retirement System Address: 479 Versailles Rd
 Dept: _____ City, State, Zip: Frankfort, KY 40601
 Contact Name: Daryl Dunagan Kristi Michel Phone: 1 (502) 848-8542
 Billgroup #(s): _____ Email: daryl.dunagan@ky.gov
 Account Manager: Rick Patterson Kristi.Michel@ky.gov

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Government services, as set forth in the LN RIAG Application & Agreement - Government Agencies, to which this Schedule A is incorporated by reference.

1. TERM

The term of this Schedule A will be 12 months beginning May-2008 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Pricing Table") describes the agreed upon user fees (the "User Fees"):

PRICING TABLE		
Monthly Minimum Users:		1
Standard Features Fee:		\$130.00
Premium Features Fee:	<input type="checkbox"/> Advanced Person Search <input type="checkbox"/> People at Work <input type="checkbox"/> Wireless Access	\$0.00
Premium Plus Features Fee:	<input type="checkbox"/> News (\$35.00) <input type="checkbox"/> Phones Plus (\$25.00) <input type="checkbox"/> Phones Plus (w/Gateway) (\$40.00)	\$0.00
Total Monthly User Fees (per user):		\$130.00
Total Monthly Minimum Amount:		\$130.00

All of the searches and reports included in the Pricing Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month.

2.2 Transactional Fees: Unless otherwise selected in the Pricing Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Pricing Schedule: Onsite Civil and Criminal Court Search, News Searches, MVR, Advanced Person Search, People at Work, Wireless Access, Phones Plus, Bankruptcy Docket, Delaware Corporation Report, Dun and Bradstreet Search and Report, Property Deed Image, Satellite Image, XML, Smart Jury and Batching Service.

Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Pricing Table.

2.4 Annual User Fee Adjustment: At the end of the Initial Term and any Renewal Term, User Fees will be increased three percent (3%).

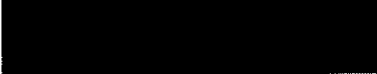
3. CLOSED OFFER

Unless otherwise accepted by LN, the offer contained herein is valid if the signed Schedule A is received by LN on or before 7/22/2008.

4. CONFIDENTIAL INFORMATION

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

Agreed to and accepted by: KY Teachers Retirement System



Signed: _____

Name: GARY L. HARBIN

Title: EXECUTIVE SECRETARY

Date: 4/30/08



RISK & INFORMATION ANALYTICS GROUP APPLICATION & AGREEMENT – GOVERNMENT AGENCIES

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

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

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

Agency Name Kentucky Teachers Retirement System
Physical Address 479 Versailles Rd
City Frankfort State KY Zip 40601
Telephone 502-848-8500 Agency Web Address www.ktrs.ky.gov

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

COMPANY PRINCIPAL(S)

Last Name Hardin First Name Gary Middle Initial L Title Executive Secretary
Last Name Barnes First Name Robert Middle Initial B Title Deputy Executive Secretary

SECTION B: CUSTOMER ADMINISTRATOR CONTACT INFORMATION

Last Name Michel First Name Kristi Middle Initial L
Title Senior Benefits Counselor Telephone 502-848-8500
Email Address Kristi.Michel@ktr.gov
*Computer IP Address [Redacted]

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

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

ADDITIONAL CUSTOMER ADMINISTRATOR CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

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

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

Part 2: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. **If you choose to be billed directly, skip this portion and proceed to Part 3.** LN accepts MasterCard, Visa, and American Express.

For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

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

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

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

BILLING CONTACT

Last Name Jordan First Name Vince Title _____
Telephone 502-848-8500 Email Address Vince.Jordan@ky.gov
Billing Address 479 Versailles Rd
City Frankfort State KY Zip 40601

Part 4: ADDITIONAL BILLING INFORMATION

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

Part 5: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS PRODUCTS

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

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

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

SECTION C: CONSUMER REPORT PRODUCTS

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

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

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

SECTION D: CONSUMER REPORT BATCH PRODUCTS

Banko Batch _____

Part 6: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE

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

(At least one must be INITIALED to be permitted access to GLBA data.)

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

SECTION B: DPPA PERMISSIBLE USES

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use

and/or obtain such as marked below, and Customer further certifies It will only use such information obtained from LN Services for such purpose(s) selected below or, If applicable, for the purpose indicated by Customer electronically while using the LN Services:

(At least one must be INITIALED to be permitted access to DPPA data.)

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

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

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

Part 7: QUALIFIED ACCESS

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

SECTION A: SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one must be INITIALED to receive SSNs.)

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

2. AUTHORIZED USE (At least one must be INITIALED to receive SSNs.)

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

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

SECTION B: DRIVERS LICENSE NUMBERS

1. AUTHORIZED USER (At least one must be INITIALED to receive DLs.)

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

Collection company acting on behalf of a creditor or on its own behalf;
Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one must be INITIALED to receive DLs.)

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

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

PART 8: TERMS AND CONDITIONS

1. SCOPE OF SERVICES: LN provides nationwide public record information, document retrieval and related services (the "LN Services") using LN's proprietary and licensed databases and information. Agency hereby subscribes to the LN Services, and LN hereby grants to Agency a license to use the LN Services solely for governmental purposes which comply with applicable privacy laws.

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

3. CHARGES: For each response to a request for information the Agency agrees to pay to LN for use of the LN Services the applicable charge for the information requested as provided in the attached Schedule A. The Agency shall pay to LN fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins.

4. INTELLECTUAL PROPERTY: The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LN Services, other than as permitted by this Agreement. The Agency acknowledges that LN (and/or LN's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LN Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.

5. USE LIMITATIONS: The Agency agrees that it will use the LN Services only in the performance of, or in the furtherance of appropriate government activities. Agency will not nominate or authorize any individual to a position of LN systems administrator or LN Agency administrator who has not undergone a government background check that meets the following federal criteria (or the state government equivalent that meets or exceeds that standard): National Criminal Information Center (NCIC) and other appropriate background checks in accordance with OPM guidelines, 5 Code of Federal Regulations (CFR), Part 731, "Suitability," Part 732, "National Security Positions," and Part 736, "Personnel Investigations" commensurate with the responsibilities of their position". Use of the LN Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").

6. PAYMENT OF FEES: The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. All remittances shall be sent to LN, Inc., PO Box 538358, Atlanta, GA 30353-8358. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

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

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

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

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

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

12. ENTIRE AGREEMENT: This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. 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 contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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

APPLICANT

Signature

Print Name

Title

Dated



GARY L HARBIN

EXECUTIVE SECRETARY

4/30/08

(mm/dd/yy)

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
ADVANCED PERSON SEARCH	\$0.50
BANKRUPTCY SEARCH (Charged per search) (Not discounted)	Standard Feature
Bankruptcy Report	Standard Feature
Bankruptcy Docket Sheet (\$0.50 for first 5 pages & \$0.20 per page thereafter) (Not discounted)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document) (Not discounted)	\$0.20
BASIC LOOKUP SEARCH (Directory Assistance) (Not discounted)	Standard Feature
BUSINESS CREDIT SEARCH (Not discounted)	Standard Feature
Business Credit Report	Standard Feature
BUSINESS INSTANTID SEARCH (Charged per search)	Standard Feature
BUSINESS INSTANTID & FRAUDEDEFENDER SEARCH (Charged per search)	Standard Feature
BUSINESS SEARCH (Not discounted)	Standard Feature
BUSINESSES IN THE NEWS SEARCH (Not discounted)	\$5.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	Standard Feature
CONCEALED WEAPONS PERMIT SEARCH (Not discounted)	Standard Feature
CORPORATION FILINGS SEARCH (Report included except in Delaware)	Standard Feature
COURT SEARCH WIZARD (On Site) (Orders are non-refundable)	
County-Level Search (Additional court access fees may apply) (Not discounted)	
Criminal - 7 Year	\$12.50
Criminal - 10 Year	\$18.50
Civil Upper Court - 7 Year	\$12.50
Civil Lower Court - 7 Year	\$12.50
Civil Upper Court - 10 Year	\$18.50
Civil Lower Court - 10 Year	\$18.50
Federal-Level Search (Not discounted)	
Criminal - 7 Year	\$15.00
Criminal - 10 Year	\$19.00
Civil - 7 Year	\$15.00
Civil - 10 Year	\$19.00
State Criminal History Databases (Available states listed) (Not discounted)	
Alabama	\$36.00
Arkansas	\$29.50
Colorado	\$22.50
Connecticut	\$43.50
Delaware	\$26.50
Florida	\$35.50
Hawaii	\$26.50
Indiana	\$30.00
Iowa	\$35.50
Kansas	\$30.00
Kentucky	\$37.50
Maine	\$37.50
Maryland	\$28.00
Michigan	\$26.50
Minnesota	\$26.50
Missouri	\$26.50
Montana	\$27.50

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
New Jersey	\$33.00
New Mexico	\$27.50
New York	\$65.00
North Carolina	\$27.50
Oklahoma	\$40.00
Oregon	\$30.50
Pennsylvania	\$24.00
South Carolina	\$47.50
South Dakota	\$33.50
Texas	\$21.50
Washington	\$30.00
Wisconsin	\$26.50
Wyoming	\$32.50
CRIMINAL RECORDS SEARCH (Charged per search)	Standard Feature
Criminal Records Report	Standard Feature
DEA CONTROLLED SUBSTANCES LICENSE SEARCH (Not discounted)	Standard Feature
DEATH RECORDS SEARCH (Charged per search) (Not discounted)	Standard Feature
Death Records Report (Charged per search)	Standard Feature
DELAWARE CORPORATION SEARCH	\$1.00
Delaware Corporation Report (Not discounted)	\$11.00
DRIVER LICENSES SEARCH	Standard Feature
DUN & BRADSTREET (D&B) SEARCH (Not discounted)	\$0.25
Dun & Bradstreet (D&B) Report (Not discounted)	Standard Feature
FAA AIRCRAFT SEARCH (Report Included) (Not discounted)	Standard Feature
FAA PILOT SEARCH (Report Included) (Not discounted)	Standard Feature
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH (Not discounted)	Standard Feature
FLORIDA ACCIDENTS SEARCH (Report Included)	Standard Feature
FORECLOSURES SEARCH (Report Included)	Standard Feature
HUNTING/FISHING LICENSE SEARCH (Not discounted)	Standard Feature
INSTANTID (Consumer) SEARCH (Charged per search)	Standard Feature
INSTANTID (Consumer) & FRAUDEDEFENDER SEARCH (Charged per search)	Standard Feature
INTERNET DOMAIN NAME SEARCH (Not discounted)	Standard Feature
LIENS & JUDGMENTS SEARCH (Charged per search) (Not discounted)	Standard Feature
Liens & Judgments Report	Standard Feature
MARRIAGES/DIVORCES SEARCH	Standard Feature
MOTOR VEHICLES SEARCH	Standard Feature
Motor Vehicles Report	Standard Feature
MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Maryland	\$14.00
Minnesota 5-year	\$7.50

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
Mississippi 3-year	\$16.00
Missouri 3-year	\$6.25
Nebraska 5-year	\$8.00
North Carolina 3-year/7-year	\$10.00
Ohio 3-year	\$7.00
Rhode Island 3-year	\$23.00
South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$13.00
West Virginia 7-year	\$10.00
NATIONAL UCC FILINGS SEARCH (Report Included)	Standard Feature
OFFICIAL RECORDS SEARCH (Report Included)	Standard Feature
PATRIOT ACT SEARCH (Charged per search)	Standard Feature
PEOPLE AT WORK SEARCH	\$1.00
PEOPLE IN THE NEWS SEARCH (Not discounted)	\$5.00
PERSON SEARCH (Not discounted)	Standard Feature
Bankruptcy Checkbox (Charged per search) (Not discounted)	Standard Feature
PHONES PLUS SEARCH	\$0.50
PROFESSIONAL LICENSE SEARCH (Charged per search)	Standard Feature
PROPERTY ASSESSMENT SEARCH	Standard Feature
Property Assessment Report	Standard Feature
PROPERTY DEED SEARCH	Standard Feature
Property Deed Report	Standard Feature
Property Deed Image (Not discounted)	\$8.00
RELEVANT VISUAL LINK ANALYSIS (PER DIAGRAM) (Not discounted)	Standard Feature
REVERSE LOOKUP SEARCH (Reverse Directory) (Not discounted)	Standard Feature
SATELLITE IMAGE SEARCH (Not discounted)	\$1.00
SEXUAL OFFENDER SEARCH (Report Included) (Charged per search)	Standard Feature
VOTER REGISTRATION SEARCH (Not discounted)	Standard Feature
WATERCRAFT SEARCH	Standard Feature
Watercraft Report	Standard Feature
SUMMARY REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	Standard Feature
ASSET REPORT	Standard Feature
Included in this report: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	Standard Feature
FINDER REPORT	Standard Feature
Included in this report: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	Standard Feature
COMPREHENSIVE REPORT (BEST VALUE)	Standard Feature
Included in this report: Summary Report, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	Standard Feature
COMPREHENSIVE ADDRESS REPORT	Standard Feature
Base Report Features: (Current and Previous Residents and Phones at Address)	Standard Feature

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
Additional Report Options:	
Property Ownership Current / Previous	Standard Feature
Businesses at Address	Standard Feature
Neighbors at Address	Standard Feature
Driver Licenses at Address	Standard Feature
Motor Vehicles Registered at Address	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
COMPREHENSIVE BUSINESS REPORT	
Base Report: (Name Variations and Businesses at Address)	Standard Feature
Additional Report Options:	
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Corporation Filings	Standard Feature
Business Registrations	Standard Feature
UCC Filings	Standard Feature
Associated Businesses	Standard Feature
Associated People	Standard Feature
Properties	Standard Feature
Motor Vehicles	Standard Feature
Internet Domain Names	Standard Feature
Dun & Bradstreet Records (Not Discounted)	\$3.75
CUSTOM COMPREHENSIVE REPORT	
Base Report: (Others Using Same SSN, Date and Location where SSN issued, Company Header, Address Summary, Comprehensive Report Summary)	Standard Feature
Additional Report Options:	
Associates	Standard Feature
Property	Standard Feature
Bankruptcy (Charged per search) (Not discounted)	Standard Feature
People at Work	Standard Feature
UCC Filings	Standard Feature
Criminal Records (Charged per search)	Standard Feature
Sexual Offenses (Charged per search)	Standard Feature
Florida Accidents	Standard Feature
Driver Licenses Information	Standard Feature
Motor Vehicles Registration (Watercraft & Boat Trailers included)	Standard Feature
Liens and Judgments (Charged per search)	Standard Feature
Neighborhood Profile (2000 Census)	Standard Feature
Professional Licenses (Charged per search)	Standard Feature
Supplemental Data Sources (Charged per search)	Standard Feature
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	Standard Feature
Relatives (Per Degree of Separation; Up to 3 Degrees)	Standard Feature

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE

FEATURE	PRICE
Batch Wizard	
BUSINESS BATCH	
Basic Business Batch (Address and/or Phone)	\$0.25
Other Businesses at Phone	\$0.25
Other Businesses at Address	\$0.25
Add Current Bankruptcy (Charged per Input)	\$0.25
Add Current Corporate Filling	\$1.00
Reverse Phone Lookup only	\$0.10
Corporate Filings only	\$1.00
INSTANTID (Consumer) BATCH	\$0.65
INSTANTID (Consumer) & FRAUDEDEFENDER BATCH	\$0.95
BUSINESS INSTANTID BATCH	\$1.30
BUSINESS INSTANTID & FRAUDEDEFENDER BATCH	\$1.30
PATRIOT ACT BATCH (Charged per input)	\$0.25
PEOPLE BATCH	
Standard Options (Price includes one or more options)	\$0.25
-Verify Phone Flag	
-Verify Address Flag	
-Deceased date	
-Active Addressee for subject	
-Active Phones for subject	
-AKA, DOB	
-Listing Name of Phone Number	
-Others using Social Security Number	
-Charge Indicator	
-Previous/Unverified Addresses (with or w/o dates or phones)	\$0.25
Single Best Address	\$0.25
Reverse Phone Lookup	\$0.25
Unique Address & Phone (Dedupe) (Charged per Input)	\$0.25
Unique Address (Dedupe) (Charged per Input & per hit) (Discount applies to per hit charge)	\$0.05/Input & \$0.20/hit
Unique Phone (Dedupe) (Charged per Input & per hit) (Discount applies to per hit charge)	\$0.03/Input & \$0.14/hit
Neighbors (up to 5)	\$0.25
Property (up to 5)	\$1.00
Bankruptcy (Charged per Input)	\$0.25
Bankruptcy and Deceased (Charged per Input & per hit) (Discount applies to per hit charge)	\$0.25/Input & \$0.25/deceased hit
Accurint Phones Verified	\$0.25
Accurint Phones Verified plus Relatives & Associates (Charged per Input & per hit) (Discount applies to per hit charge)	\$0.25/hit & \$0.50/ Relative -Associate hit
Accurint Phones Verified (plus Previous / Unverified phones)	\$0.25
Add Relatives (up to 6 when no active address / phone exists)	\$1.00
Add Relatives	\$1.00
Add People at Work	\$1.00
Add Associates	\$1.00

(Pricing is per hit unless otherwise indicated)

SUBSCRIPTION PRICE SCHEDULE	
FEATURE	PRICE
PHONE BATCH (PROGRESSIVE PHONES)	
EDA (level 1)	\$0.10
Verified (level 2)	\$0.25
Current Phone at Provided or Recent Address	\$0.25
Current Phone for a Relative or Associate	\$0.50
Possible Phone	\$0.03
Phones Plus	\$0.50
Previous or Unverified Phone	\$0.12
De-duplication (Level 1 or Level 2 only) (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.14/hit
De-duplication (Charged per input & per hit) (Discount applies to per hit charge)	\$0.03/input & \$0.20/hit
PHONE PLUS BATCH	\$0.50
SURECONTACT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75
Deceased	\$0.75
RecoverScore (Charged per input)	\$0.10
SUREPLACEMENT BATCH	
Single Address and/or Phone Return	\$0.25
Multiple Address and/or Phone Return	\$0.40
Bankruptcy	\$0.75
Deceased	\$0.75
Individual Flags (Charged per input)	\$0.05
Flag Bundle (any 6 flags) (Charged per input)	\$0.20
All Flags (Charged per input)	\$0.35
Property Records (up to 3 for Input Address)	\$1.00
Property Records (up to 3 for Updated Address)	\$1.00
Relatives (up to 3)	\$1.00
Associates (up to 3)	\$1.00
Neighbors (up to 3 for Input address)	\$0.25
Neighbors (up to 3 for Updated address)	\$0.25
People at Work (up to 3)	\$1.00
Vehicle Registrations (up to 3)	\$1.00
Judgements and Liens (up to 6)	\$1.00
RecoverScore (Charged per input)	\$0.10
ACCURINT WATCHDOG (Each Watchdog record returned constitutes a hit)	
Change of Address	\$0.25
Phone Number Change	\$0.25
Name Change	\$0.25
Date of Death	\$0.25
Bankruptcy	\$0.75
New Vehicle Registration	\$0.75
Property Ownership	\$1.00
WATCHDOG STORAGE FEES (Storage fees are in addition to new hits)	
up to 10,000 records per month (Not discounted)	\$100
10,001 - 50,000 records per month (Not discounted)	\$250
50,001 - 100,000 records per month (Not discounted)	\$350
over 100,000 records per month (Not discounted)	\$500 up