

CA MSA 5-23-70-40-01 Exhibit I: LexisNexis Risk Solutions | Contractor's Terms & Conditions

LexisNexis Master Terms and Conditions (form LNMTC) – Government (Document 1)

These LexisNexis Master Terms and Conditions (form LNMTC) (the “**Master Terms**”) are entered into as of 06/01/2024 (the “**Effective Date**”), by and between LexisNexis Risk Solutions Bureau LLC (“**LNRSB**”) and LexisNexis Risk Solutions FL Inc. (“**LNRSFL**”), with their principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and Siskiyou County Public Defender (“**Customer**”), with its principal place of business located at 320 S. Oregon Street, Yreka, CA 96097, 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, LNRSB and each of their respective Affiliates who provide LN Services under these Master Terms (collectively referred to as “**LN**”).

WHEREAS, LNRSB (as defined below) is a consumer reporting agency in the business of providing consumer reports (the “**FCRA LN Services**”) which are governed by the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”); and

WHEREAS, LNRSFL is the provider of certain data products, data applications and other related services not governed by the FCRA (the “**Non-FCRA LN Services**”); and

WHEREAS, Customer is a company 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 FCRA LN Services and/or the Non-FCRA LN Services (individually and collectively, also referred to as 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 the Subscription Agreement, LN agrees to provide the LN Services described in such Subscription Agreement to Customer, subject to the terms and conditions herein. 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.** 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.** 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) **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.

(v) **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.

(vi) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained in Appendix I, attached hereto, 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 in Appendix II, attached hereto (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.

(vii) **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) 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.

(viii) **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.

(ix) **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.

(x) **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.

(xi) **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 the Subscription Agreement.

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.

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. Reserved

6. INTELLECTUAL PROPERTY. 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, 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.

7. PAYMENT OF FEES. Customer shall pay LN the fees described on the applicable Subscription Agreement. 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 accordance of Exhibit B of the MSA.

8. Reserved

9. Reserved

10. Reserved

11. GOVERNING LAW. In the event that Customer is a government LN 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.

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 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. 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 six (6) 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.

15. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; 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.

16. 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.

17. 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.

18. 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.

19. 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 DRPA, 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.

20. 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.

21. 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. These terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these terms by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against the State Agency but will apply to all similarly situated LN customers."

The User Agency may terminate the Agreement or this Exhibit upon written notice to LN if any change to these Terms by Directive is unacceptable to the User Agency. Except as provided above, these Terms may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties. 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.

22. PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified when necessary to address new legal or legislative requirements or to include recent industry best practices 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. See the attached Data Privacy Principles. Notification of any such changes will be provided to the designated State Contract Administrator for this Agreement."

23. Reserved

24. 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.

25. LN AFFILIATES. Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL, LNRSB and/or by one of their Affiliates. 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.

26. 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.

27. 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.

28. Reserved

Appendix I – LexisNexis Master Terms and Conditions (Document 2)

Risk Solutions Supplemental Terms & Conditions

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS RISK SOLUTIONS GROUP PRODUCTS AND SERVICES.

The terms and conditions listed below govern use of the LexisNexis Risk Solutions Group services (the “LN Services”) and materials available therein (“Materials”), provided by LexisNexis Risk Solutions FL Inc. and its affiliated companies (collectively, “LN”). The terms “Client”, “Customer”, “you”, and “your” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into an agreement for the LN Services.

You agree to comply with the following terms and conditions:

TERMS AND CONDITIONS

I. American Board of Medical Specialties (“ABMS”) Data.

If Customer is permitted to access ABMS Data from LN, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians’ prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

II. BuildeRadius d/b/a BuildFax (Constructions Records and Building Permit Information)

With respect to the construction records and building permit information in the LN Services, Client acknowledges and agrees that it is solely responsible for complying with, and agrees that its use of the LN Services, provided product, and any derivatives thereof, and any data provided to it by BuildFax or related to construction records and building permit information will comply with all applicable foreign, federal, state and local laws, regulations and ordinances, including, without limitation, the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) the United States Freedom of Information, Open Record, Sunshine and other similar laws and regulations (collectively, the “applicable laws”). Client further acknowledges and agrees that in no event shall BuildFax be liable or responsible for Client’s failure to comply with any applicable law, even if such non-compliance results from Client’s use or reliance on the LN Services, provided product, any derivatives thereof, or any data provided by BuildFax. Without limiting the foregoing, Client acknowledges and understands that certain restrictions apply to the use of data obtained from federal, state and local governments and agencies, and Client agrees to comply with such restrictions, including, without limitation, restrictions on a person’s right to use such data for marketing purposes. Client acknowledges and agrees that BuildFax data relates solely to real property, and does not relate to any individual consumer, and that Client cannot identify a consumer based on a search of BuildFax’s information.

III. California Secretary of State

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO, CALIFORNIA OFFICE OF THE SECRETARY OF STATE.

IV. DPPA Regulated Information:

It is unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721(b) of the Driver’s Privacy Protection Act; and it shall be unlawful for any person to make false representation to obtain any personal information from an individual’s motor vehicle record.

V. Dun & Bradstreet

Access to and use of the D&B database is subject to the Terms of Agreement between you, LN and Dun & Bradstreet, Inc. (D&B). By accessing the D&B Data (or the "Information"), you agree that you have authority to enter into the Terms of Agreement on behalf of your Company and that you have read the Terms of Agreement, understand them, and agree on behalf of yourself and your Company to be bound by them.

Terms of Agreement

- A. All information which D&B furnished to you will be used by you solely as one factor in your business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.
- B. You agree that the information will not be reproduced, revealed or made available to anyone else, it being understood that the Information is licensed for your internal use only. To the extent permitted by law, you agree to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of, or relating to, the use of the Information by individuals or entities which have not been authorized to have access to and/or use the Information.
- C. You understand that you are the beneficiary of a contract between D&B and LN and that, under that contract, both D&B and LN have reserved certain rights which may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate your receipt of the D&B data at any time if you breach any of its terms and conditions.
- D. YOU ACKNOWLEDGE THAT D&B DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT D&B, IN FURNISHING THE INFORMATION TO YOU, DOES NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE, AGREE THAT D&B WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.
- E. YOU AGREE THAT D&B WILL NEVER BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S LIABILITY OF ANY AND ALL LOSSES, DAMAGES OR INJURIES WHICH YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B IN CONNECTION WITH THE D&B DATA, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000.00 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B FOR AN AMOUNT GREATER THAN THAT SUBJECT TO THIS SECTION E.
- F. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B

immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

- G. These terms are in addition to those found in any LN service agreement. If there is a conflict between these terms and those found in any such service agreement, then these terms will apply. The agreement regarding your receipt and use of the D&B data shall be governed by the laws of the State of New Jersey, United States of America without giving effect to its conflicts of laws provisions. To the extent permitted by State law, any disputes arising hereunder must be filed and shall be venued in the United States District Court for the District of New Jersey or in the courts of the State of New Jersey and the parties hereby submit to the jurisdiction of such courts.

VI. **Experian Terms and Conditions located on pages 85 – 93 of this document.**

VII. **Georgia Secretary of State**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY; CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE OFFICE OF THE GEORGIA SECRETARY OF STATE.

VIII. **RESERVED**

IX. **RESERVED**

X. **RESERVED.**

XI. **Michigan Corporations**

Provider, in producing the aforementioned CORPINFO disclaims any liability for the accuracy of any of the information. The CORPINFO is produced and sold for general information purposes only. Said CORPINFO is not to be construed as having the legal effect of a certified copy of any of the information appearing in the data file or an official certification of filing by Provider. When information contained within the CORPINFO is displayed on a video terminal, the following or a similarly worded statement will appear on either the menu screen or the beginning of each corporation record: "THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATIONS DIVISION."

XII. **Michigan Department of Consumer and Industry Services, Corporation and Land Development Bureau**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES, CORPORATION DIVISION.

XIII. **Michigan Department of Energy, Labor and Economic Growth**

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH, CORPORATE DIVISION.

XIV. **RESERVED.**

XV. **National Change of Address Database.**

LN is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer

receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.

XVI. New York State Department of State, Division of Corporations

The information provided by the Department of State, Division of Corporations is not an official record of the Department of State or the State of New York. LN is not an employee or agent of the Department of State or the State of New York. The Department of State disclaims all warranties, express or implied, regarding the corporation's data.

XVII. New York State Unified Court System

The New York State Unified Court System ("UCS") does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the information contained in its databases and expressly disclaims all other warranties, express or implied, as to any matter whatsoever. Neither the UCS, its courts, court-related agencies or its officers or employees shall be responsible for any loss or damage caused by the use of the information contained in any of its databases.

XVIII. North Carolina Department of the Secretary of State

**State Of North Carolina - County Of Wake
(Corporations Data Files)**

THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE NORTH CAROLINA DEPARTMENT OF THE SECRETARY OF STATE.

XIX. Pennsylvania Department of State, Corporation Bureau

THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE.

XX. Phone Numbers in General

All phone numbers in the LN database must be used for legitimate and lawful purposes. It is customer's responsibility to comply with all rules and regulations related to the use and distribution of phone numbers, including landlines, and mobile phone numbers. All use of phone numbers from LN must be done in accordance with applicable law, including Do Not Call where appropriate.

XXI. Private Investigator Use of the LN Services

Investigators shall maintain up to date and current licenses so long as the Private Investigator is accessing the LN Services

XXII. Property Records (Source A)

You may not use any portion of these Materials to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report. You are prohibited from using the Materials to develop any models, scores, or analytics including any methodology that would seek to value, trend, appraise, insure, encumber, un-encumber or otherwise evaluate real property assets in any manner. You may not comingle, mix or combine Materials with real estate information that you obtain from other sources. You may not disclose or share with any third- party counts, layouts or statistical metrics relating to the Materials. The Materials shall not be used in connection with alternative insurance underwriting approaches or products without first obtaining written

permission. Further, the methodology that would see to value, trend, appraise, insure, encumber, un-encumber or otherwise evaluate real property assets in any manner.

XXIII. Wisconsin Circuit Court Data Subscription

1. If Subscriber publishes or releases WCCA Information relating to any criminal case to any other person in whole or in part, directly or as part of a compilation, Subscriber shall restate prominently the following advisory that appears on the WCCA website:
2. Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

Data Privacy Principles (Document 3)

The LexisNexis Data Privacy Principles speak to the personally identifiable information, including sensitive personally identifiable information, collected, maintained, used or disseminated in connection with services offered by LexisNexis (meaning LexisNexis, a division of Reed Elsevier Inc., LexisNexis Risk Solutions Inc., and its or their affiliated companies) (hereinafter referred to individually or collectively as "LexisNexis").

LexisNexis applies these Principles to our domestic U.S. products and services where appropriate. In addition, other uses or disclosures may occur as required by applicable law, such as the Fair Credit Reporting Act and its state analogues ("FCRA"), the Driver's Privacy Protection Act and its state analogues ("DPPA"), and the Gramm-Leach-Bliley Act ("GLB"). If the law requires or upon request of law enforcement, or, if necessary, to prevent fraud or to protect our company systems, these principles may not apply. LexisNexis also may revise our Data Privacy Principles by posting changes on its Web site. Changes will be made to the LN Data Privacy Principles when necessary to address new legal or legislative requirements or to include recent industry best practices. Notification of any such changes will be provided to the designated State Contract Administrator for this Agreement.

1. SECURITY

Data security is a company imperative. LexisNexis strives to protect personally identifiable information that we maintain or disseminate, including through the use of appropriate administrative, physical, and technical safeguards.

2. DISTRIBUTION OF PERSONALLY IDENTIFIABLE INFORMATION

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs. LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

3. ACCURACY

LexisNexis strives to accurately report information in its products. LexisNexis also strives to accurately report information that it receives from its data sources. LexisNexis recognizes, however, that reporting errors may occur and offers individuals opportunities, where applicable, to dispute and correct information that we report as discussed further in Principle 9 on Access and Correction.

4. PROTECTION OF SOCIAL SECURITY NUMBERS AND DRIVER'S LICENSE NUMBERS

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs. LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

5. EDUCATION

LexisNexis strives to inform its employees, users and the general public about appropriate use of LexisNexis products and services. LexisNexis strives to inform its users and employees about:

- Privacy and security issues associated with LexisNexis information products and services; and

- The responsible use of personally identifiable information.

LexisNexis strives to inform the public about:

- The responsible use of personally identifiable information;
- Measures LexisNexis has undertaken to enhance privacy; and choices available to individuals regarding information access and the ability to opt-out of certain products and services which utilize personally identifiable information.

6. REPUTABLE SOURCES

LexisNexis strives to acquire personally identifiable information from established, reputable sources in the government and private sectors. In support of this Principle, LexisNexis takes reasonable steps to assess the reputation and reliability of its private sector data sources before incorporating personally identifiable information from the source into its products and services. LexisNexis also strives to obtain assurances from its data suppliers that they have the legal right to license or sell the data to LexisNexis.

7. NOTICE

LexisNexis makes its Data Privacy Principles publicly known. LexisNexis publicly posts these Data Privacy Principles.

For additional information about the LexisNexis Data Privacy Principles, contact the LexisNexis Privacy Manager at 1-800-831-2578 or by mailing to:

Privacy Manager
LexisNexis
PO Box 933
Dayton, Ohio 45401

8. CHOICE

LexisNexis strives to allow individuals the opportunity to opt-out of the dissemination of personally identifiable information from certain LexisNexis owned databases used solely for marketing services. We also allow individuals to opt-out of LexisNexis' information products and services as required by law and permitted by LexisNexis policy.

9. ACCESS & CORRECTION

LexisNexis strives to provide individuals with a central point of contact regarding their questions about LexisNexis and its commitment to the responsible use of personally identifiable information. LexisNexis strives to inform individuals about the nature of the public records, nonpublic information, and publicly available information that LexisNexis makes available in its information products and services. LexisNexis also strives, whenever practicable, to provide individuals, upon request, with meaningful opportunities to review personally identifiable information we maintain about them. LexisNexis also strives, as appropriate and practicable, to provide opportunities for individuals to dispute and correct information by assisting them in identifying the potential information sources at which corrections should be made. LexisNexis strives to direct individuals to the government and private entities that collect and maintain public records and publicly available information to correct any claimed inaccuracies found in that data, and to direct individuals to consumer reporting agencies where such agency is the source of the information about the individual and where the individual seeks to correct claimed inaccuracies found in that data.

10. ACCOUNTABILITY

LexisNexis supports accountability of information industry standards and practices, responsible and effective federal regulation of the data industry, and legislation governing the practices of all data providers. LexisNexis also supports industry oversight and active engagement with the privacy community. LexisNexis believes that strong privacy and information security protections are vital for an effective and trusted data industry.

11. ONLINE PRIVACY

LexisNexis strives to protect the privacy of personally identifiable information obtained over the Internet and strives to apply our Data Privacy Principles and evolving standards to the online environment.

12. IDENTITY THEFT

LexisNexis strives to prevent the acquisition of information from its products and services for improper purposes, such as identity theft. LexisNexis believes that it is important that individuals who may have had their sensitive personally identifiable information acquired by an unauthorized individual be notified as follows: Where a state law requires notice, LexisNexis complies with the law. In those states where notification laws do not exist, LexisNexis follows its Information Security Breach Response and Notification Policy, which provides that affected individuals will be notified when sensitive personally identifiable information owned or licensed by LexisNexis is acquired by an unauthorized individual and whenever LexisNexis has a reasonable basis to believe the breach has resulted in, or there is a significant risk that it will result in, identity theft to the consumer to whom the information relates.

13. COMPLIANCE

LexisNexis will obtain assessments from a qualified, objective, independent third-party, who uses procedures and standards generally accepted in the profession to assess LexisNexis' administrative, technical, and physical safeguards, as appropriate.

LexisNexis Risk Solutions Government Application (Document 4)

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

Section I Agency Information please do not use abbreviations		
Full legal name of agency: Siskiyou County Public Defender		Main phone number for address*: 530.842.8105 <i>*If this is a cell, additional documents may be required</i>
If this application is for an additional account, Parent account number:		Fax number: 530.842.0135
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 320 South Oregon Street, Yreka, CA 96097		Previous address if at the current address less than 6 months:
Website address: https://www.co.siskiyou.ca.us/	External Agency IP Address (https://www.whatismyip.com): 216.7.119.60	
External Agency IP Range – From:		External Agency IP Range – To:
Agency information:		
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input checked="" type="checkbox"/> Local/Municipal Government
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement	<input type="checkbox"/> Local/Municipal Law Enforcement
<input type="checkbox"/> Other (please explain):		
Section II Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & last name): Lea Scott		Title: Administrative Services Manager
E-Mail Address: lscott@co.siskiyou.ca.us		Admin IP Address:
<i>Required for local and municipal agencies:</i>		
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:

Section III Billing Information	
Billing Contact (first & last name): check here if same as Administrator <input checked="" type="checkbox"/>	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV Business to Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V Site Visits	
Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:	
Contact Name:	Contact Phone:
Contact Email Address:	
Signature	
I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name: Lael Kayfetz	Title: Siskiyou County Public Defender

CA MSA 5-23-70-40-01

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT (Document 6)

Customer (Agency) Name: Siskiyou County Public Defender

DBA:

Address: 320 South Oregon Street

City, State, Zip: Yreka, CA 96097

Contact Name: Lea Scott

Phone: 530.842.8106

REQUIRED Please describe your purpose of use:

Verification of identity, location of witnesses, service of process, location of suspects for criminal justice and conservatorship proceedings.

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

Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

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

Proceed to SECTION 3. QUALIFIED ACCESS

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

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

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

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

Table with 2 columns: checkbox and description of permissible use. Includes options like 'As necessary to effect, administer, or enforce a transaction...' and 'Use by persons acting in a fiduciary or representative capacity...'.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

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

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

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

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

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

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

SECTION 3. QUALIFIED ACCESS

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

qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

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

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

What department will be using QA Data? Investigations/Conservatorship Divisions - Public Defender's Office

SOCIAL SECURITY NUMBERS

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

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

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

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

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input checked="" type="checkbox"/>	Other uses similar to those described above. Describe your use:
	Locating witnesses

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

DRIVER'S LICENSE NUMBERS

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

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

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.

<input type="checkbox"/>	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.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver’s License Numbers)

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

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

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

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

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual’s death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

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

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

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

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

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

and

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

III. Flow-down Agreement Terms and Conditions

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

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.

2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.

7. **Indemnification.** To the extent permitted by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I **HEREBY CERTIFY** that I am authorized to execute this Non-FCRA Addendum on behalf of the Customer listed above.

CUSTOMER: Siskiyou County Public Defender

Signature:

Print: Lael Kayfetz

Title: Public Defender

Dated: (mm/dd/yy)

CA MSA 5-23-70-40-01

**Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)
(Document 8)**

This Non-FCRA Addendum (the "**Non-FCRA Addendum**") is entered into as of 06/01/2024 (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc. and its Affiliates** (hereinafter, "**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and Siskiyou County Public Defender (hereinafter, "**Customer**"), with its principal place of business located at 320 S. Oregon Street, Yreka, CA 96097, each individually referred to as the "**Party**" and collectively as the "**Parties**."

WHEREAS, Customer has executed the LexisNexis Master Terms and Conditions (form LNMTC) (the "**Master Terms**") for the LN Services (as defined in the Master Terms); and

WHEREAS, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of Non-FCRA LN Services (as defined below).

NOW, THEREFORE, LNRSFL and Customer agree to be mutually bound by the additional terms and conditions of this Non-FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

- 1. Non-FCRA Use Restrictions.** The LN Services provided pursuant to this Non-FCRA Addendum (as defined in the 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 this Non-FCRA Addendum, 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 collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the 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 1, 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.

2. **General.** Customer and LNRSFL agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this Non-FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the Non-FCRA Addendum and the Subscription Agreement are for purposes of governing the provision and use of the Non-FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Non-FCRA Addendum on behalf of the Customer listed above.

CUSTOMER: Siskiyou County Public Defender

Signature:

Print: Lael Kayfetz

Title: Public Defender

Dated: (mm/dd/yy)

**SCHEDULE A
Accurint for Government
(Per User Subscription)**

Customer Name: Siskiyou County Public Defender
 Billgroup #: _____
 LN Account Manager: Elizabeth Marshall

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government 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. The Master Service Agreement No. 5-23-70-40-01 ("Master Service Agreement") is incorporated herein by reference and made part of this Schedule A.

1. SCHEDULE A TERM

The term of this Schedule A will be 38 months beginning June 1, 2024 and ending July 31, 2027 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 Ramp Up Period: Upon activation of the LN Services, and for the remainder of the first (1st) calendar month of the Initial Term, plus the following month ("Ramp Up Period"), Customer shall be granted a free trial in which LN agrees to waive the total transactional charges for all applicable online searches and reports. Excluded features as described in Section 2.3 shall not be included in the free trial.

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

PRICE TABLE	
Standard Features Fee (per user):	\$110.00
Premium Features:	
Email Search Premium	\$0.00
Real Time Phone Search	\$0.00
Total Monthly User Fees (per user):	\$110.00
Minimum Number of Users	1
Total Monthly Minimum Amount	\$110.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. 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 any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.

2.3 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones

Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search Premium
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
InstantID Q&A
Jail Booking Search & Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.4 Payment Amount: Following the Ramp Up Period, Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$110.00.

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 **May 14, 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: Siskiyou County Public Defender

Signed: _____

Name: Lael Kayfetz

Title: Siskiyou County Public Defender

Date: _____

Accurint for Government
(Updated January 28, 2024)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
InstantID Consumer Search	\$0.00
InstantID Q&A (charged per search)	\$1.30
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relevant Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder 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, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Reverse Phone Append (not discountable)	\$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A

Accurant for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: LexisNexis Risk Solutions,
Inc.

Date: _____

Korinne Pace, Contract Analyst

Date: _____

Mark Eikenberry, Senior Pricing Analyst

License No.: 1578136 (California Secretary of State)
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER ID.: 52-1471842

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account

FY 24/25 1001.201170.723000 Rate: .01
FY 25/26 1001.201170.723000 Rate: .01
FY 26/27 1001.201170.723000 Rate: .01



CERTIFICATE OF LIABILITY INSURANCE

DATE: 01/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGN Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2701 Boston MA 02109 USA	CONTACT NAME _____
	PHONE (666) 283-7122
INSURED LexisNexis Risk Solutions Inc. 1000 Alderman Drive Alpharetta GA 30005 USA	FAX (800) 363-0105
	EMAIL ADDRESS _____
INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE American Insurance Company	NAIC # 22667
INSURER B: Lloyd's Syndicate No. 2623	AA1128623
INSURER C: Zurich American Ins Co	16535
INSURER D: Zurich Insurance Plc	AA1780059
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 670103445386 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. (Limits shown are as requested)

INSUR	TYPE OF INSURANCE	ADDITIONAL SUBS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LYR		ENDED		DATE	DATE	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		GLG66663160	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OPACG \$2,000,000 Host Liquid Lib \$5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMBINED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Comp. Lim. \$50,000		BAP 8376848 25	01/01/2024	01/01/2025	COVERED SINGLE LIMIT (Each accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTION		GBCG2401519	01/01/2024	01/01/2025	EACH OCCURRENCE \$45,000,000 AGGREGATE \$45,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/AG/MSA EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		NC637684525	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> E&O - Professional Liability - Primary		FSCE02400015 SIR applies per policy terms & conditions	01/01/2024	01/01/2025	Per Claim \$30,000,000 Aggregate \$30,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Rates and Schedule, may be attached if more space is required)
 The errors & omissions/professional liability policy includes coverage for 3rd party liability arising out of Cyber-related events.

CERTIFICATE HOLDER LexisNexis Risk Solutions Inc., 1000 Alderman Drive Alpharetta GA 30005 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>AGN Risk Services Northeast, Inc.</i>
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Header Identifier:

Certificate No.: 670103445386

AGENCY CUSTOMER ID: 57000005869
 LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED LexisNexis Risk Solutions Inc.	
POLICY NUMBER See Certificate Number: 570103445386			
CARRIER See Certificate Number: 570103445386	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Companies Affording coverage

LINE OF BUSINESS DESCRIPTION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COMPANY	NAIC	PRIMARY (Y/N) FLAG	PERCENTAGE OF RISK
Business Auto Coverage	BAP 8376848 25	1/1/2024	1/1/2025	Zurich American Ins Co	16535	Y	100
E&O - Professional Liability - Primary	FSCE02400015	1/1/2024	1/1/2025	Lloyd's Syndicate No. 2623	AA1128 623	Y	82
E&O - Professional Liability - Primary	FSCE02400015	1/1/2024	1/1/2025	Lloyd's Syndicate No. 623	AA1126 623	N	18
Excess Liability Coverage	GACGP2401519	1/1/2024	1/1/2025	Zurich Insurance Plc	AA1780 059	Y	100
General Liability Coverage	OGLG46663160	1/1/2024	1/1/2025	ACE American Insurance Company	22667	Y	100
Workers Compensation	WC837684525	1/1/2024	1/1/2025	Zurich American Ins Co	16535	Y	100

The Subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason, does not satisfy all or part of its obligations.