Action History (UTC-05:00)

Submit — by Susan Wagner 3/1/2024 1:01:09 PM (Start Form)

Submit for Director app… — by Jennifer Ayres 3/1/2024 1:14:24 PM (Pre-Director approval)
- The task was assigned to Jennifer Ayres 3/1/2024 1:01:16 PM

Approve — by Todd Garrison 3/1/2024 1:31:06 PM (Director Approval)
- The task was assigned to Christopher Morales, Todd Garrison 3/1/2024 1:14:27 PM
- Todd Garrison assigned the task to Todd Garrison 3/1/2024 1:30:45 PM

Approve — by Eric Ryan 3/1/2024 4:29:32 PM (IT Approval)
- The task was assigned to Eric Ryan, Aaron Bourquin 3/1/2024 1:31:08 PM
- Eric Ryan assigned the task to Eric Ryan 3/1/2024 4:29:19 PM

Approve — by Lisa Herrmann 3/1/2024 4:46:21 PM (Budget Approval)
- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 3/1/2024 4:29:33 PM
- Lisa Herrmann assigned the task to Lisa Herrmann 3/1/2024 4:45:47 PM

Reviewed — by Bernice Moen 3/4/2024 9:14:30 AM (Purchasing Specialist - 4S)
- The task was assigned to Bernice Moen, Geoff Thomas 3/1/2024 4:46:22 PM
- Bernice Moen assigned the task to Bernice Moen 3/4/2024 8:54:42 AM

Approve — by Bernice Moen 3/11/2024 8:48:28 AM (Verify DemandStar)
- The task was assigned to Bernice Moen, Geoff Thomas 3/11/2024 12:00:00 AM
- Bernice Moen assigned the task to Bernice Moen 3/11/2024 7:46:52 AM

Approve — by Alla Skipper 3/11/2024 11:33:41 AM (Purchasing Approval)
- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 3/11/2024 8:48:30 AM
- Alla Skipper assigned the task to Alla Skipper 3/11/2024 11:33:29 AM

Approve — by Kimberly Williams 3/11/2024 12:04:07 PM (Finance Director)
- The task was assigned to Kimberly Williams, Irina Kukharenko 3/11/2024 11:33:43 AM
- Kimberly Williams assigned the task to Kimberly Williams 3/11/2024 12:03:38 PM

Reviewed — by Lori Hollingshead 3/11/2024 2:21:06 PM (CM Executive Assistant)
- The task was assigned to Lori Hollingshead, Anna Duffey 3/11/2024 12:04:09 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 3/11/2024 1:54:48 PM

Procurement Request

City of North Port

Request

Request Type *
Sole/Single Source/Standardization

Capital? (?)
(●) No ( ) Yes

PRR-EX (?)
[ ] Yes

FY *
2024

Type code *
S

Preparer
Susan Wagner

Pre-Director Approver (?)
Jennifer Ayres

Department *
POLICE

Division(s)

Commission Date (?) *
03/26/2024

Agenda Item (?) *
24-0428

Purchase

Payment Method *
(●) Visa Purchase ( ) Purchase Order

Purchase Type *
(●) Single Purchase (current FY)
( ) Blanket Purchase (current FY)

Purchase SubType *
(●) None ( ) Change Order
( ) Amendment

Description *
The police department uses several product lines with LexisNexis. This is an annual web-based subscription for the product TraX with VIPER that is offered exclusively by LexisNexis. It will be used primarily by the department's detectives to obtain critical identity data and call detail record information.

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. ***All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

Exemption Explanation (?) *
Trax with VIPER is a sole source product developed, maintained, and distributed by LexisNexis. There are no known competing products or services that fulfill the same requirements as provided by LexisNexis.

Steps taken to verify these goods and/or services are not available elsewhere (?) *
N/A. A sole source letter is provided.

Other vendors that were contacted (?) *
N/A

Technology Related? (?) *
(●) Yes ( ) Renewal ( ) No

Technology type *
Software, Subscription

Exemption

Reason *
Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

- [■] Patent, copyright or unique design restrictions. (Sole Source)
- [ ] Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)
- [■] Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)
- [ ] Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)
- [ ] When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)
- [ ] Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)
- [ ] Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

☐ The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available thorough a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

☐ Other: None or some of the above apply. Provide detailed justification below.

Explanation *

The PD currently uses LexisNexis products. It is a sole source provider.

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

LexisNexis Sole Source Letter.pdf	60.85KB
SS24-17 Notice of Intent - ADA.pdf	188.82KB

DemandStar

For Purchasing Division

Date Posted

03/04/2024

Sole/Single Source Number	Verified By	Effective Date	Expiration Date
SS24-17	Bernice Moen	03/11/2024	03/10/2025

PostedPlusSeven

Hidden

03/11/2024

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	TraX with VIPER Subscription	ea	1.00	$5,897.25	$5,897.25

Shipping (?) * $0.00

Total Charges $5,897.25

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	PD	001-2100-521.46-01		$5,897.25

Total Payments $5,897.25

Comments To Budget (?)

Vendor Details

Vendor Information (?)

Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *

LEXISNEXIS RISK DATA MANAGEMENT LLC

Vendor Number *

7999

Contact

Vendor Email

madison.doty@lexisnexisrisk.com

Remittance Address

LEXISNEXIS RISK SOLUTIONS, 28330 NETWORK PLACE, CHICAGO, IL 60673-1283

Phone

937-212-9338

Vendor Documentation Current (?) *

◉ Yes ○ No

Risk Documentation Current (?) *

○ Yes ○ No ◉ Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *	**City Inclusive** (?) *
$5,897.25	$5,897.25

City of North Port

Human Resources Department
Risk Management
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7200
Fax: 941.429.7135

Print Form

Date submitted:

This form is NOT used for the purchase of services (vendors coming on site) or any purchases utilizing a piggyback.

Insurance Requirements Waiver Form for Supplies

Primary Department:

Secondary Department:

Requested by / Phone#:

Amount of Purchase:

Provide a DETAILED description of the items being purchased:

(•) Is this an online order (delivered) ( ) Is this an in store pick-up

Supplies to be purchased (based on Delivery ONLY) - **NO INSTALLATION**

- ☐ Apparel / Uniforms: *(City must provide artwork/logo and approves proof)*
- ☐ Tools for the Trade: Hand tools, weapons, cameras, badges, safety apparatus
- ☐ Cleaning Supplies: *Examples of acceptable items include - paper towels, hand soap, toilet paper, cleaning detergent, that do not exceed five (5) gallons per unit*
- ☐ Business cards, envelopes, stationary: *(City provides logo/artwork and approves proof)*
- ☐ City promotional items: *(City provides logo/artwork and approves proof)*
- ☐ Going to local store to purchase items: Hobby Lobby, Lowes, Home Depot, Wal-Mart, Michaels, etc.
- ☐ Vehicle / Light or Heavy Equipment *(Cannot use this form if under contract with piggyback)*
- ☐ Mechanical Parts for Repairs / Maintenance
- ☐ Gym or Fitness Equipment
- ☐ Office Supplies
- ☐ Computer Software *(No remote access, City purchases and IT installs, maintains and troubleshoots)*
- ☐ Back Packs & school supplies
- ☐ Professional Memberships/Certifications

NOTE: As the requester, the Department accepts liability for the submission of this form and the request to waiver insurance requirements. By the submission of this form, it is understood that this is a supply only purchase and that no vendor will be coming on site, installing products, or accessing a computer system remotely.

If you are not sure, it is the responsibility of the requester to submit form 900.1 Insurance Requirements Request Form for risk review at RiskServices@cityofnorthport.com. ALL procurement procedures still apply.

Requester Date

All fields must be completed; incomplete forms will be returned to the requester.

LexisNexis®
RISK SOLUTIONS

CONFIDENTIAL

March 1, 2024

Susan Wagner
City of North Port, Florida for the North Port Police Department
4980 City Hall Blvd.
North Port, FL 34286

RE: Sole Source Letter for **TraX**

LexisNexis Risk Solutions (LNRS) is the sole source provider of the Trax Historical Suite by ZetX. LNRS owns all intellectual property to its software applications and grants user licenses to customers only. All installation, implementation services, training, and maintenance are provided through LNRS solely. Maintenance includes support and the provision of updates and upgrades to the applications. LNRS uses no outside vendors, representatives, or agents to distribute any of its products or services.

LNRS ZetX:

- Has developed and maintained a national tower database with estimated coverage areas of over 3.2 million sectors throughout the United States.
- Has developed and maintains phone look up database to quickly provide over 300 cellular providers throughout the United States to include each provider's specific contact and legal service procedures.
- Utilizes the Google Earth platform, allowing a free information sharing platform to include a timeline slider, and the incorporation of third-party geo-location mapping and forensic extract visualization within call detail record mapping.
- Has developed automatic analytical formatting of CDR data within a shared user platform.
- Has developed and maintains a scientifically based model of cellular mapping that meets Daubert Standards, Frye Standards and Rule 702 challenges.
- Has the ability to testify as experts either to its services and or investigative methods and processes of criminal cellular investigations.
- Provides drive test equipment and mapping at no additional cost.

If you have any questions or would like clarification on any of these items, please contact us.

Sincerely,

Madison Doty
Regional Account Manager
State and Local Government, Public Safety
LexisNexis | Risk Solutions
937.212.9338 Mobile
Madison.Doty@lexisnexisrisk.com

LexisNexis® Risk Solutions

SCHEDULE A
TraX and VIPER
(Subscription)

Customer Name:	**City of North Port, Florida for the North Port Police Department**
Billgroup #:	**ACC-6963643**
LN Account Manager:	**Madison Doty**

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

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning April 1, 2024 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ANNUAL SUBSCRIPTION FEES

2.1 Beginning on the effective date hereof, Customer shall pay to LN each 12-month period ("Year") an annual subscription fee of $5,897.25 ("Annual Subscription Fee"), in exchange for access to and use of the LN Services.

2.2 The Annual Subscription Fee will be increased 5.00% each Year.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 31, 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.

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.

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: City of North Port, Florida for the North Port Police Department

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF NORTH PORT, FLORIDA

_____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

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.

LexisNexis Risk Solutions Supplemental Terms & Conditions

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

The terms and conditions listed below govern use of the LexisNexis Risk Solutions 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

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

LexisNexis Risk Solutions Supplemental Terms & Conditions

Terms of Agreement

1. 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.

2. 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. 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.

3. 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.

4. 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 BUISNESS 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.

5. 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.

6. 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.

7. 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 law provisions. 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.

FOR INSURANCE CUSTOMERS ONLY
END USER CONTRACT TERMS – CREDIT DATA AND MARKETING DATA
(COMMERCIAL INSURANCE SERVICES)

These terms are effective for the benefit of LexisNexis Risk Solutions Inc. ("LexisNexis") and Dun & Bradstreet ("D&B").

8. License
    a. Credit Data. Customer agrees that it will use the scores sourced by D&B ("Score Products") only in connection with legitimate business transactions. Score Products are only to be used by Customer's agents and employees in connection with decisions to underwrite insurance to Customer's business applicants, to review an existing account relationship with a current business customer of Customer or otherwise manage risk associated with such customers. Notwithstanding the foregoing, in no event shall Customer use the Score Products as the sole reason for making an underwriting decision. Customer is granted a non-exclusive license to use the Score Products only as described in the applicable agreement with LexisNexis ("Agreement"). Customer may reproduce or store the information obtained from the Score Products solely for its own uses in accordance with the Agreement and will hold all information licensed under the Agreement in strict confidence and, except for its agents, employees and the applicant, Customer, will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law. Score Products may not be used for marketing purposes of any kind.
    b. Marketing Data. Customer is granted a non-exclusive license to use the D&B data for business development and account retention only. Customer agrees that D&B data is licensed for the exclusive use of its employees, insurance agents, and third parties working on Customer's behalf and may not be made available in whole or in part to any other third party. Customer, its insurance agents or third parties working on Customer's behalf may reproduce or store the information obtained from the D&B data solely for, in the instance of the Customer and third parties, the Customers own uses and in instances of insurance agents' use, for the agents' own uses, in accordance with the Agreement, and will hold all information licensed under the Agreement in strict confidence and, except for its agents and employees or those third parties working on Customer's behalf, Customer, will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law. Customer agrees to require its agents and third parties to whom it provides access to the D&B data under this provision to also agree to the terms set forth in this section 1(b).

9. Compliance with Laws. Customer will comply with all applicable federal and state law and all applicable regulations promulgated under any of them regarding the access and use of the Score Products and D&B data. Customer acknowledges and agrees that neither LexisNexis nor D&B offers any representation, warranty (express or implied), or advice to Customer that any use of the Score Products and D&B data made by Customer as permitted hereunder complies with state laws or regulations under the actual circumstances of such use, and Customer acknowledges and agrees that it shall be solely responsible for ensuring that such use is in full conformance with all laws and regulations.

10. Territory. Customer may access, use and store the D&B Score Products (for purposes of this Section 3, "D&B Score Products" shall include without limitation all information and data provided or obtained through use of the D&B Score Products and D&B data) only at or from locations within the territorial boundaries of the United States (the "Territory"). Customer may not access, use or store the D&B Score Products at or from, or send the D&B Score Products, any location outside of the Territory.

11. **WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY** Customer, LexisNexis and D&B recognize that every business decision represents an assumption of risk and that neither party, in furnishing information or D&B Score Products and D&B data to the other, underwrites or assumes the other's risk in any manner. NEITHER LEXISNEXIS NOR D&B WARRANTS THE D&B SCORE PRODUCTS AND D&B DATA AS BEING ACCURATE OR ERROR-FREE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, OR ANY AMENDMENT, NEITHER LEXISNEXIS NOR D&B GUARANTIES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS,

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY INFORMATION, D&B SCORE PRODUCTS, OR D&B DATA PROVIDED TO CUSTOMER. NEITHER LEXISNEXIS NOR D&B, NOR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS OR AFFILIATED COMPANIES ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, ANY INFORMATION OR IN PROVIDING THE D&B SCORE PRODUCTS AND D&B DATA. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS LEXISNEXIS AND D&B AND THEIR AFFILIATED PERSONS AND ENTITIES FROM AN AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITIY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER'S USE OF THE D&B SCORE PRODUCTS AND D&B DATA OR BREACH OF THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEITHER LEXISNEXIS NOR D&B, NOR ANY OF THEIR AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

12. Limitation on Use. Customer will not use the LN Services as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, Customer will not use any LN Services to engage in any unfair or deceptive practices and will use the LN Services only in compliance with applicable state, local, federal or foreign laws or regulations, including but not limited to laws and regulations promulgated by the Office of Foreign Asset Control, applicable export restrictions, and/or those laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection and privacy.

13. Termination. Upon expiration or termination of LN Services, or upon receipt of LN Services that are intended to supersede previously obtained LN Services, unless LexisNexis instructs Customer otherwise, Customer will immediately delete or destroy all originals and copies of the LN Services; and, upon request, provide LexisNexis with a corporate officer's certification thereof. Notwithstanding the foregoing, Customer may retain a reasonable number of copies of the LN Services for archive purposes, and to respond to inquiries from regulatory authorities.

14. Audit Rights. Upon reasonable notice and during regular business hours, Customer will permit LexisNexis to inspect the locations at, or computer systems on which LN Services are used, stored or transmitted so that LexisNexis can verify Customer's compliance with the Agreement.

15. D-U-N-S Numbers. D-U-N-S Numbers are proprietary to and controlled by LexisNexis's licensor D&B. LexisNexis and its licensors hereby grant Customer a non-exclusive, perpetual, limited license to use D-U-N-S Numbers (excluding linkage D-U-N-S Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

16. Intellectual Property. LN Services constitutes a proprietary, copyrighted work of LexisNexis and/or its licensors, and comprises: (i) works of original authorship, including compiled D&B Score Products containing LexisNexis or its licensors' selection, arrangement and coordination and expression of such LN Services or pre-existing material that has been created, gathered or assembled; (ii) trade secret and other confidential information, including information that derives value or potential value from not being readily known or available; and (iii) information that has been created, developed and maintained by LexisNexis or its licensors at great expense, such that misappropriation or unauthorized use by others for commercial gain would unfairly and/or irreparably harm LexisNexis or its licensors, or reduce the incentive of LexisNexis or its licensors to create, develop and maintain such information. Customer will not commit or permit any act or omission that would contest or impair LexisNexis's or its licensor's proprietary and intellectual property rights in the LN Services, or that would cause the LN Services to infringe the proprietary or intellectual property rights of a third party. Customer will reproduce the copyright and/or proprietary rights legend of LexisNexis and its licensors on all copies of the LN Services.

17. Security Measures. Customer shall implement and maintain security measures with respect to the LN Services in Customer's possession that effectively restrict access to the LN Services only to authorized users with a need to know, and protect the LN Services from unauthorized use, alteration, access, publication and distribution.

Customer assumes responsibility for such authorized users use of the LN Services. In no event shall such security measures be less restrictive than the Customer employs to safeguard its most confidential information, but in no event shall Customer use less than reasonable care. Customer shall supply LexisNexis with a description of such security measures at LexisNexis's request. In the event of an actual or suspected breach of such security measures, Customer shall notify LexisNexis within twenty-four (24) hours.

18. Third Party Beneficiary. Each of LexisNexis's licensors shall be deemed third party beneficiaries of the Agreement for all purposes including, but not limited to, enforcement of its terms against a Customer on their own behalf.

19. Archived Data (Only applicable to Credit Data). The license granted herein may include Archived Data provided by LexisNexis's licensor, and insurance models, statistical relationships and variables, or other related information derived from the Archived Data, provided that, use by Customer of the Archived Data and related information shall be solely on Customer's own behalf. LexisNexis and Customer may retain the Archived Data beyond the applicable license term for historical, archival/back-up and internal or regulatory audit purposes only and not for any other continuing use.

20. (Only applicable to Marketing Data). D&B data furnished hereunder may be used for a period of twelve (12) months beginning on the date of receipt of such D&B data from LN and consistent with the term of the Agreement.

21. Conflicts in Terms. In the event of any conflict between the terms and conditions of the Agreement and these end user terms, the terms and conditions as set forth in these end user terms shall prevail.

END USER CONTRACT TERMS – NOT APPLICABLE TO CREDIT DATA OR MARKETING DATA (COMMERCIAL INSURANCE SERVICES)

22. Customer acknowledges that D&B data is owned by D&B and that the copyright to the D&B data is and shall remain with D&B. Customer also agrees that Customer will not use any D&B trade name, trademark, service mark, logo, or copyrighted materials in any manner without the prior written approval of D&B.

23. D&B data is licensed to Customer for its internal business use and for no other purpose. None of the D&B data may be made available in whole or in part to any third party. Customer agrees that Customer is expressly prohibited from using the D&B data as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, or (ii) employment. Customer shall not use the D&B data in any way that: (A) infringes, misappropriates, or violates a third party's intellectual property or proprietary rights, including rights of privacy and publicity; (B) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or (C) is fraudulent, false, misleading, or deceptive.

24. D&B data furnished hereunder may be used throughout the term of the Agreement. Upon expiration or termination of the license period or the Agreement, Customer shall immediately destroy all originals and copies of any D&B data, and upon request, provide D&B or LexisNexis with certification thereof.

25. Customer agrees to indemnify, defend, and hold harmless D&B and its licensors and providers from any claim or cause of action arising out of or relating to use of the D&B data by (i) individuals or entities which have not been authorized by the Agreement to have access to and/or use the D&B data and (ii) Customer, when such use may be in violation of these terms.

26. Customer acknowledges that D&B and its licensors and providers make no representations or warranties of any kind with respect to the accuracy, current-ness, completeness, timeliness, merchantability, or fitness for a particular purpose of the D&B data or of the delivery mechanism through which the D&B data is provided.

27. Customer agrees that D&B and its licensors and providers will never be liable for consequential, incidental, special, punitive, or other indirect damages, even if advised of the possibility of such damages. Customer also agrees that D&B and its licensors' and providers' aggregate liability, if any, for any and all losses, damages, or injuries which Customer suffers arising out of any acts or omissions of D&B in connection with the Agreement, regardless of the cause of the loss, damage, or injury (including negligence) and regardless of the nature or equitable right claimed to have been violated shall never exceed the amount paid by Customer for the D&B data or $10,000, whichever is greater.

28. Customer agrees that D&B is a third-party beneficiary of these terms.

29. Conflicts in Terms**.** In the event of any conflict between the terms and conditions of the Agreement and these end user terms, the terms and conditions as set forth in these end user terms shall prevail.

6. **Experian**

A. **VIN Gateway Services Direct Auto Market Restrictions**

a. In no event may Client or any permitted Client distributor (as agreed upon in Client's written agreement with LN) sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies ("Direct Auto Market"), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies.

b. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

i. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners' names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
ii. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
iii. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
iv. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
v. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
vi. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
vii. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, client shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.

viii. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
ix. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
x. OEM/AOT: Using VIN Gateway Data for removal of non-owner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
xi. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
xii. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

B. **Experian Security Requirements**
The security requirements included in this document represent the minimum-security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses from Experian.

DEFINITIONS
i. "**Experian Information**" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian.
ii. "**Resource**" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

a. **Information Security Policies and Governance**. Third Party shall have information security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's information security policy.

b. **Vulnerability Management**. Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

c. **Logging and Monitoring**. Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

d. **Network Security**. Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

e. **Data Security**. Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

f. **Remote Access Connection Authorization**. All remote access connections to Third Party internal networks and / or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

g. **Incident Response**. Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to LexisNexis within twenty-four (24) hours of Third Party's confirmation of such violation or incident.

h. **Identification, Authentication and Authorization**. Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

i. **User Passwords and Accounts**. All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

j. **Training and Awareness**. Third Party shall require all Third-Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

k. **Experian's Right to Audit**. Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

l. **Bulk Email**. Communications into Experian from Third Party will not be "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian relationship.

7. **Georgia DPPA-regulated data, additional terms for use of the data for the Government Purpose (DPPA 1)**
Georgia stipulates that if you are using data for notice for towed, impounded, red light, or parking violations, it is only permissible if the violation/incident occurred outside of the state of Georgia. Use of the data to send traffic notices to consumers for violations that occurred in Georgia is prohibited.

8. **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

9. **Google Maps**

   - **For Google Maps users, you must comply with** the then-current terms at the URLs listed below:
     1. (A) the Google Maps / Google Earth Additional Terms of Service at http://maps.google.com/help/terms_maps.html;
     2. (B) the Google Maps / Google Earth Legal Notices at http://maps.google.com/help/legalnotices_maps.html; and
     3. the Service's Acceptable Use Policy at https://enterprise.google.com/maps/terms/universal_aup.html.

10. **IHS Automotive**
FOR INSURANCE CUSTOMERS ONLY
End User Notice. Certain products may include content supplied by IHS Automotive; Copyright © IHS Automotive, 2020.

11. **IHS Global Inc.**
Important: Your ordering and use of IHS Products, Inc. ("IHS") products is subject to the following Terms of Use

    1. The products are licensed to you for your internal use only. You may create reports, presentations or any other discussion document (collectively "work") using the information from IHS or any portion of it for your internal use only. You undertake that such work shall be insubstantial and de minimis in nature; shall not be primarily copy(s) of the materials and shall never be used to create or produce a commercial product.

    2. You may not copy, distribute, republish, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly, by operation of law or otherwise),

transmit, scan, publish, or otherwise reproduce, disclose or make available to others or create derivative works from, the Product or any portion thereof, except as specifically authorized herein.

3. You may retain IHS materials accessed through LexisNexis for up to 12 months, after which you shall immediately delete, destroy or return all originals and copies of such IHS materials, except such materials as you may be required, by applicable law or government regulation for backup purposes - materials retained for such backup purposes shall not be used for any other purpose and shall be destroyed promptly after the retention period required by such law or regulation expires.

4. IHS and its third party information providers make no representations or warranties of any kind with respect to the products, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the products or of the media on which the product is provided and you agree that IHS and its third party information providers shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the products.

5. You acknowledge and agree that the products are proprietary to IHS and comprise: (a) works of original authorship, including compiled information containing IHS's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by IHS at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm IHS. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair IHS's copyright or other proprietary and intellectual rights in the products.

12. **Illinois DPPA-regulated data, additional terms for use of the data for the Government Purpose (DPPA 1)**
Data may not in any event be used for traffic violation notifications (toll, red light, parking, speeding, etc.). Use of the data for sending traffic notices to consumers is prohibited.

13. **Indiana Supplemental Terms and Conditions**
The data or information provided is based on information obtained from Indiana Courts on a date that may be obtained by contacting your LN sales representative or as provided in the product. The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information be personally consulting the official records maintained by the court in question.

14. **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 OBTAI NED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATIONS DIVISION."

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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 AND MAY NOT REFLECT RECENT CHANGES. VERIFICATION OR CERTIFICATION OF INFORMATION IN THIS RECORD CAN ONLY BE OBTAINED THROUGH THE NORTH CAROLINA DEPARTMENT OF THE SECRETARY OF STATE.

21. **Online public record data may not be used for direct marketing**
This data may contain information that may be restricted from marketing use, like phone numbers that have been included on the Do Not Call registry or equivalents. Furthermore, this online public record data may contain public record data from government entities in states that have laws prohibiting using public records for soliciting or contacting consumers to purchase goods or services. Marketing specific products are available.

22. **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.

23. **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.

24. **Privacy**
To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum at https://risk.lexisnexis.com/group/dpa will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at https://risk.lexisnexis.com/group/dpa will apply.

25. **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

26. **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.

27. **South Dakota DPPA-regulated data, additional terms for use of the data for the Government Purpose (DPPA 1)**
Motor vehicle data may not be used in connection with red light or speed camera violation notifications. Use of this data for sending red light or speed camera notices to consumers is prohibited.

28. **SSA VERIFY GATEWAY TERMS & CONDITIONS (For Customers accessing the SSA Verify offering):**

- 1.1 (a) This section sets forth additional or amended terms and conditions for the use of the SSA Verify LN Service, which are LN Services as defined in your Agreement and which provide a direct gateway access connection (the "Gateway") to data maintained by the Social Security Administration ("SSA") (as further described in subsection (b) below).The LN Services provided hereunder are not approved, authorized, or endorsed by any government entity, including without limitation the SSA. (b) On behalf of Customer, LN will submit Customer requests for social security verification data maintained by the SSA (the "SSN Data") via the Gateway. Customer acknowledges and agrees that all such requests must contain written consent of the subject consumer to be accepted by the SSA for processing.

- 1.2 For purposes of requesting the SSA Verify LN Service, Customer shall use only the official Form SSA-89 (or its successor) to request consent of the subject consumer, with no additional wording added. Form SSA-89 is available at: https://www.ssa.gov/forms/ssa-89.pdf. Customer shall list the "Agent" on the Form SSA-89 as: LexisNexis Risk Solutions Inc.

- 1.3 As required by the SSA, Customer acknowledges the following:
  - 1.3.1 Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who use the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in manner which such person knows should know would convey, or in a manner which reasonably could be interpreted or constructed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration…" 42 U.S.C. 1320b-10(a)
  - 1.3.2 Customer is specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification";
  - 1.3.3 Customer is specifically prohibited from advertising that SSN verification provides or serves as identity verification;
  - 1.3.4 Notwithstanding anything to the contrary in any agreement between Customer and LN, the SSA shall have the right of access to all of LN's books and records associated with the LN's participation in the Consent Based Social

Security Number Verification program at any time;

- 1.4 Notwithstanding anything to the contrary in the Agreement, Customer shall establish, maintain and follow policies and procedures to protect the SSN Data, including policies and procedures to report to LN lost or compromised, or potentially lost or compromised, SSN Data, as follows:
  - 1.4.1 Customer shall inform any individual or entity authorized by it to handle the SSN Data (each, an "Authorized User") of their responsibility to safeguard such information. In addition, Customer shall, within reason, take appropriate and necessary action to (1) educate Authorized Users on the proper procedures designed to protect the SSN Data, and (2) enforce their compliance with the policy and procedures prescribed.
  - 1.4.2 If Customer or any of its Authorized Users become aware or suspects that any SSN Data has been lost, compromised, or potentially compromised, Customer, in accordance with its incident reporting process, shall provide immediate notification of the incident to LN in accordance with the security reporting provisions of the Agreement. Customer shall act to ensure that each Authorized User has been given information as to how to contact LN in such circumstances. Customer shall provide LN with updates on the status of the reported SSN Data loss or compromise as they become available but shall not delay the initial report.
  - 1.4.3 Customer shall provide completed and accurate information about the details of the possible SSN Data loss to assist LN, including the following information.
    - 1.4.3.1 Contact information;
    - 1.4.3.2 A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
    - 1.4.3.3 A description of safeguards used, where applicable (e.g., locked briefcase redacted personal information, password protection, encryption, etc.);
    - 1.4.3.4 Name of LN employee contacted;
    - 1.4.3.5 Whether Customer or the Authorized User has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
    - 1.4.3.6 Whether Customer or the Authorized User has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
  - 1.4.3.7 Any other pertinent information.

- 1.5 If the SSA returns SSN Data on the subject consumer via the Gateway, then LN will format the SSN Data on behalf of Customer and transmit the formatted SSN Data to Customer. LN will retain a copy of the SSN Data so delivered for Customer's internal auditing functions, but LN will not maintain a database of SSN Data from which Customer may access previously submitted searches or other output for other uses. LN is not a "consumer reporting agency" or "reseller" (as those terms are defined in the FCRA) with respect to the SSN Data, and the SSN Data does not constitute "consumer reports," as that term is defined in the FCRA. Customer agrees to treat the SSN Data as a non-FCRA service. Accordingly, the SSN Data 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. SSN Data may be used only for the purpose stated in the written consent form from the subject consumer and shall make no further use or re-disclosure of the verification. This subsection supplements the non-FCRA acknowledgments and prohibitions pertaining to the LN services under the Agreement.

29. **TO ALL SUBSCRIBERS PURCHASING THE SOCIAL SECURITY ADMINISTRATION'S LIMITED ACCESS DEATH MASTER FILE (LADMF)**: As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's Limited Access Death Master File (LADMF)contains the complete and official Social Security Administration (SSA) database extract, as well as updates to the full file of persons reported to SSA as being deceased. SSA authorizes the use of this database as an identity verification tool. However, you, as a subscriber/purchaser of SSA's (LADMF) are advised at the time of initial purchase that the LADMF does have inaccuracies and SSA DOES NOT GUARANTEE THE ACCURACY OF THE LADMF FILE. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file 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 LADMF. If an individual seeing your copy of the LADMF has a complaint that they find erroneous data/death information on that LADMF, you should advise them to follow the procedures listed below. In fact, you should be providing the information below in your publication, if any, of the LADMF: ERRORS - If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the Limited Access Death Master File (LADMF), the individual should be told

to contact their local social security office (with proof) to have the error corrected. The local social security office will: (1) make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show to any company, recipient/ purchaser of the LADMF that had the error, OR, (2) find that SSA already has the correct information on the main NUMIDENT file and LADMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company, subscriber/purchaser of the LADMF that had the error. In the latter case (2 above), the LADMF subscriber (you) probably received the incorrect death data sometime prior to the correction on SSA's main records. (The only way you can now get an updated LADMF with the correction would be to again purchase the entire LADMF file and keep it current with all of the MONTHLY OR WEEKLY UPDATES - See MANDATORY REQUIREMENTS below). You should accept proof from the individual (their own records or the verification s/he received from the local social security office) and correct your copy of the LADMF. You should also notify any organizations to which you sold the LADMF that this correction needs to be made. MANDATORY REQUIREMENTS: It is mandatory that all subscribers of the LADMF intending to use its data on a continuing basis must, after receiving an updated complete LADMF FULLFILE keep that file updated by continually purchasing all MONTHLY OR WEEKLY UPDATES (NEW DEATHS/ CHANGES/DELETIONS), beginning with the same month as the Full File. If you are not meeting SSA's requirements because you are not receiving the MONTHLY OR WEEKLY UPDATES ON A CONTINUING BASIS immediately after receiving the FULL FILE, then you are NOT keeping your LADMF up-to-date with SSA's records. Thus, you are working with a LADMF with an increased number of unnecessary inaccuracies and possibly adversely affecting an increased number of individuals. NO ONE IS TO SELL THE LADMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEIR LADMF UP-TODATE. YOU, AS A LADMF SUBSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED. If you, as a subscriber to SSA's LADMF, are making available/selling SSA's LADMF information to others, you MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE. NOTE: DO NOT TELL ANYONE TO CONTACT NTIS OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.

30. **State of Washington Administrative Offices of the Courts**
Not all information provided by Washington Administrative Offices of the Courts is being made available in the report.

31. **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.

32. **Zumingo, Inc.**
For Phone Finder, One Time Password (OTP), Authentication by Weblink, and customers accessing phone ownership data from mobile network operators in Canada or about Canadians, such customers must obtain consumer consent prior to accessing these offerings and such consent must include at least the following terms verbatim:

You authorize your wireless carrier to disclose to [Your Company Name] and its third-party service providers your mobile number, network status, customer type, customers role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the relationship. See our Privacy Policy to see how we treat your data.

City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
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Email: purchasing@cityofnorthport.com

NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 24-17
Date Posted: March 4, 2024
Written Response Due Date: March 11, 2024

This is **not** a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Trax with VIPER Subscription**
- **AMOUNT (**This is an acquisition with an estimated value of): **$5,897.25**
- **VENDOR: LexisNexis Risk Date Management LLC**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION:** PURCHASING, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov .This Notice of Intent is posted on the City FTP site at https://northportfl.gov/fileshare . If you have any questions, concerns, or problems accessing this request using the link, please contact Bernice Moen, Contract Administrator I, at 941.429.7114. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored