



**Alternate Contract Source (ACS)
No. 81111902-ACS-17-1
For
Serials and Database Access**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and LexisNexis Risk Solutions FL Inc. DBA LexisNexis Risk Solutions (LN or Contractor), 1000 Alderman Drive, Alpharetta, GA 30005 collectively referred to herein as the “Parties.”

The Department is authorized by subsection 287.042(16), Florida Statutes, “to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract.”

The State of New York competitively procured Serials and Database Access, and signed contract award number 23044 with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement is effective May 22, 2017, and terminates on December 31, 2021. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will become effective on the date this document is signed by all Parties, consistent with the Master Agreement, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal.

Upon agreement of the Parties, this ACS may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this ACS.

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3. Modifications or Additions to Master Agreement.

As used in this document, "Contract" and "ACS" (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this ACS.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibits A and B modify or supplement the terms and conditions of the Master Agreement. The Parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

- a) This ACS and amendments, with the latest issued having priority
- b) Exhibit A: General Contract Conditions (Florida)
- c) Exhibit B: State of Florida Price Sheet
- d) Exhibit C: Master Agreement
- e) Exhibit D: Purchase Orders.

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchase Orders.

Upon execution of this Contract, Customers, as defined in Section 1.1 of the General Contract Conditions (Exhibit A), may purchase products and services under this ACS using this State of Florida ACS number 81111902-ACS-17-1. Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits. Access to the LN public records database and personal information contained therein is subject to a credentialing review to determine that the Customer has a legitimate business need to access such data and that such use will be limited to a permissible regulatory purpose, to the extent a permissible purpose is required. Access may be denied by LN (even if a purchase order has been executed) if the Customer does not provide the documentation required in the credentialing review and/or if such documentation does not verify the permissible use. Customer's use shall be further governed by the LN license and associated documents which address requirements in the statutes governing the use of public records and in addition incorporate terms required by LN's data brokers, terms required to protect the security of the data and LN's intellectual property. Customer must execute the LN license and associated documents before Customer may access the public records data.

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5. Primary Contacts.

Department's Contract Manager:

Brenda Wells
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: brenda.wells@dms.myflorida.com

Contractor's Contract Manager:

Gaurang Dave
Direct: 202-378-1018
Mobile: 202-365-6548
Email: Gaurang.dave@lnssi.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached Exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

CONTRACTOR
LexisNexis Risk Solutions FL Inc.,
DBA LexisNexis Risk Solutions

STATE OF FLORIDA
Department of Management Services

Authorized Agent of Contractor

David Zeckman, Chief of Staff

Date

Date

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Email: brenda.wells@dms.myflorida.com

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CONTRACTOR
LexisNexis Risk Solutions FL Inc.,
DBA LexisNexis Risk Solutions



Haywood Talcove, CEO (LNSSI)

STATE OF FLORIDA
Department of Management Services



David Zeckman, Chief of Staff

April 26, 2018

Date

4/30/2018

Date

Exhibit A

GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor, subject to Contractor's rights to its intellectual property as set forth in Exhibit A, section 8.4..

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not in compliance with the statement of Work, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

An eligible Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months. The purchase order is subject to, and must be consistent with, the terms and conditions of the Contract. This Contract shall not be modified or amended by any purchase order issued by a customer.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 **Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 **Governing Law and Venue.**

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract.

5.3 **Department of State Registration.**

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 **Convicted and Discriminatory Vendor Lists.**

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 **Contractor Certification.**

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility to the extent authorized by Florida law. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions relevant to performance of this Contract filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency provided the assignee agency has successfully completed the credentialing process.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Reserved

6.6 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.11 Shipping.

Price shall include all customs duties and charges and shall be net, F.O.B. destination, any point in Florida and shall include inside delivery inside doors of Authorized User's receiving platform. No additional shipping charges will be allowed, EXCEPT for foreign

publications shipped directly to the Authorized User from an address outside the continent of North America. Contractor shall provide Authorized User with a written quote ahead of time for any additional shipping charges for foreign publications. Foreign shipping costs shall be prepaid by the Contractor and all such orders shall be shipped on an F.O.B. destination basis by the most economical method. There shall be no increase in Contract prices for freight, shipping (foreign shipments excepted as noted above), fuel surcharges, FPT (Freight Pass Through), etc.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager unless a new certificate of insurance is obtained.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to a third party claim that the LN services, when used in accordance with this Contract, infringe a United States or common law trademark, copyright, or patent, or any trade secret or intellectual property right or out of any breaches, neglect, omissions or unlawful acts or actions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer must provide the Contractor (1) written notice to LN of any action or threatened action, (2) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. , and (3) assistance in defending the action at Contractor's sole expense.

Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN as long as the Customer's use of LN Services alone would not have been an adequate basis for a claim of infringement; or (4) any information, direction, specification or materials provided by Customer or any third-party as long as the Customer's use of LN Services without the information, direction, specification or materials provided would not have been an adequate basis for a claim of infringement. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and

exclusive remedies and LN's entire liability with respect to infringement claims or actions.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor pursuant to a requirement in the Contract for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed pursuant to a requirement in the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made pursuant to a requirement in this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed pursuant to a requirement in the Contract are the sole property of the State of Florida.

Notwithstanding anything to the contrary contained herein, any and all intellectual property or other proprietary data owned by LexisNexis prior to the effective date of this Agreement ("Preexisting Information") and independently developed or gathered during the term of this Agreement ("After Acquired Information") shall remain the exclusive property of LexisNexis.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data ("Data") including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all applicable HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, and in accordance with the requirements of section 501.171, F.S., the Contractor, as a covered entity under 501.171, F.S., must notify the Department of the determination of any Data breach or the occurrence of any unauthorized access or transmission of Data (even by persons or companies with authorized access for other purposes), or if the Contractor has reason to believe a Data breach occurred. Where the Contractor determines that any Data has been breached or any unauthorized access or transmission of Data has occurred, the Contractor shall notify the Department as soon as possible and within one (1) business day of the determination. The Contractor's determination of a breach shall include the time necessary to identify and confirm the scope of the breach, identify those affected, and restore the reasonable integrity of the system. Where the Contractor has a reason to believe a breach may have occurred, the notification requirements of section 501.171, F.S., apply. However, a notification is required irrespective of the number of agencies or customers affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon determination that a security breach has occurred, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. Nothing contained herein shall be construed as requiring the disclosure of confidential, privileged or proprietary information where any such information could be subject to public disclosure.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer

will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of a failure to comply with the Statement of Work to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate

source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' written notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary

by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below.
<http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Exhibit B
State of Florida Price Sheet
LexisNexis Risk Solutions FL Inc.

The prices and terms set forth herein supersede any and all pricing and terms set forth anywhere in this ACS Agreement and underlying Contract.

I. Accurint locate and research tool for law enforcement, legal, and financial investigators

Service	Florida
Accurint for Government Accurint for Law Enforcement	\$85.64
Accurint for Government + Accurint for Law Enforcement +	\$85.64
Phones Plus (phones beyond directory assistance)	Included
Advanced Sexual Offender	Included

- 1) Pricing is **per user per month** except where otherwise stated
- 2) The plus (+) versions include more tools for visualizing relationships, compiling downloads, and integrating with other investigative tools

II. Social Media Monitor -- worldwide traditional and new media

Service	Florida
250 objects/month + 250,000 events/month	\$1,060
500 objects/month + 500,000 events/month	\$2,032
1,000 objects/month + 1M events/month	\$3,533
2,500 objects/month + 3M events/month	\$9,533
5,000 objects/month + 5M events/month	\$17,667
10,000 objects/month + 10M events/month	\$35,333

- 1) Pricing is **per user per month**
- 2) Objects mean a social media entity/account such as a Twitter, Facebook, Instagram and Tumblr username/identification available to be monitored. One individual could possess multiple social media accounts; each account would be considered an object.
- 3) Events mean items of data generated as a result of a configured search. Events could include a tweet, a re-tweet, a Facebook update/comment, YouTube video post/comment, etc. Events are generated by keyword, location and RSS searches.

III. Instant identity verification and authentication

Prices for services are per input

Service	Florida
Verification	\$0.35
Authentication	\$0.89

IV. Batch data cleansing and enrichment: Non-FCRA

Prices for services are per input

Service	Florida
PHONES AND ADDRESSES	
Address (single)	\$0.07
Address (multiple)	\$0.08
NCOA	\$0.01
EDA Phones - Directory Assistance Match on Input (single)	\$0.03
EDA Phones - Directory Assistance Match on Input (multiple)	\$0.03
EDA Phones Monitor (single)	\$0.01
EDA Phones Monitor (multiple)	\$0.02
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives (single)	\$0.07
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives (multiple)	\$0.09
Real Time Phone Search	\$0.25
Reverse Phone Lookup	\$0.09
Address and Phone (single)	\$0.20
Address and Phone (multiple)	\$0.24
Email Addresses	\$0.16
IDENTITY	
LexID – Best	\$0.32
LexID -- Unique Identifier Only	\$0.02
Date of Birth	\$0.05
Most frequently reported SSN and/or Best SSN	\$0.32
Person Locator (includes Best Name, Address, Phone)	\$0.15
Up to five AKA's including DOB	\$0.09
Associates	\$0.50
Neighbors	\$0.24
People at Work	\$0.40
People At Work (Flag)	\$0.02
Relatives	\$0.95
Driver's License Locator	\$0.06
Marriages & Divorces	\$0.01
Professional Licenses	\$0.15
Voter Registration Search	\$0.04
FAA Aircraft	\$0.01
Motor Vehicle Registration	\$0.20
Motor Vehicle Registration (Flag)	\$0.01
Real Time Motor Vehicle Registrations	\$1.50
Non-Registered Vehicle Indicator	\$2.50
Non-Registered Vehicle Indicator not include Real-Time Gateway	\$2.00
Non-Registered Vehicle Indicator (Real-Time Gateway only)	\$1.50
Property	\$0.30

Service	Florida
Property Capital Gains Indicator (not discounted)	\$1.00
Homestead Exemption	\$2.00
Watercraft Registration	\$0.15
Luxury Asset Tax	\$5.00
NCPDP (National Council for Prescription Drug Programs)	\$2.00
Patient Household Attributes (not discounted)	\$0.05
Short Term Rental Indicator	\$1.50
Active/Inactive Company	\$0.06
Business Address	\$0.13
Business Credit Report Attributes (not available for Financial Institutions or Telcos) (not discounted)	\$2.85
Business Credit Score (not available for Financial Institutions or Telcos) (not discounted)	\$1.43
Business Failure Score (not available for Financial Institutions or Telcos) (not discounted)	\$1.43
Business Email Addresses	\$0.12
Business Fax Number	\$0.03
Business Phones	\$0.06
Business Property Ownership (Flag)	\$0.01
Business Registration Indicator	\$5.00
Business Search Full Package (includes: FEIN, Parent/Subsidiary, SIC & Descriptions, Number of Employees, Sales/Revenue for Company, Active/Inactive, URL, Business Property Ownership flag, UCC Flag, Tax Lien Flag, Judgment Flag, Business Phones, Business Fax Number, Business Address, Business Email Addresses, Business Updated Address, Executives, Responsible Party for Business Name, Responsible Party Phone)	\$3.00
Business Updated Address	\$0.10
Company Information Package (includes: FEIN, Parent/Subsidiary, SIC & Descriptions, Number of Employees, Sales/Revenue for Company, Active/Inactive, URL Search, Business Property Ownership flag, UCC Flag, Tax Lien Flag, Judgment Flag)	\$1.75
Corporation / Limited Partnerships Filings	\$0.40
Executives	\$0.06
FEIN	\$0.15
Judgment (Flag)	\$0.01
Number of Employees	\$0.08
Parent/Subsidiary	\$0.06
Responsible Party for Business Name	\$0.05
Responsible Party Phone	\$0.05
Sales/Revenue for Company	\$0.13
Secretary of State	\$0.40
Tax Lien (Flag)	\$0.01
UCC Filings	\$0.80
UCC Filings (Flag)	\$0.01
URL	\$0.03
Wage Garnishment	\$0.20

Service	Florida
Civil and Criminal Records	\$0.10
Civil and Criminal Records (Flag)	\$0.03
Deceased (Flag)	\$0.01
Deceased	\$0.01
Deceased Monitor	\$0.01
Foreclosure (or Pre-Foreclosure)	\$0.04
Foreclosure (or Pre-Foreclosure) (Flag)	\$0.01
Judgment and Lien	\$0.02
Judgment and Lien (Flag)	\$0.01
Possible Incarceration	\$0.01
Possible Incarceration (Flag)	\$0.01
Sex Offender Search (review of existing file)	\$0.01
Suspicious Identity (Flag)	\$0.01
Tax Refund Investigative Solution (not discounted) (formerly identity integrity solution)	\$2.00
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
COMPREHENSIVE 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, National Motor Vehicle Accident Search & Report, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	\$6.00
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.	\$4.00
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, Bankruptcy Filings and Corporate Affiliations.	\$3.50
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	\$0.50
Additional Report Options:	
Associated Businesses	\$0.50
Associated People	\$0.50
Bankruptcy (Charged per search)	\$1.00
Business Registrations	\$0.13
Corporation Filings	\$0.40

Service	Florida
Dun & Bradstreet Records (not discounted)	\$3.75
FAA Aircraft	\$0.08
Internet Domain Names	\$0.03
IRS 5500	\$0.10
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.15
Properties	\$0.30
UCC Filings	\$0.40
Watercraft	\$0.30
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	\$0.50
Additional Report Options:	
Associates	\$0.50
Bankruptcy	\$1.00
Criminal Records	\$1.00
Driver Licenses Information	\$0.15
Liens and Judgments	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.15
National Motor Vehicle Accident Search & Report	\$0.60
Neighborhood Profile (2000 Census)	\$0.25
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.24
People at Work	\$0.40
Phones Plus	\$0.20
Professional Licenses	\$1.00
Properties	\$0.30
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$0.95
Sexual Offenses	\$1.00
Supplemental Data Sources	\$1.00
UCC Filings	\$0.80

V. Batch data cleansing and enrichment: FCRA

Prices for services are per input

Service	Florida
Bankruptcy (Full Record)	\$0.02
Bankruptcy Monitor (Full Record)	\$0.01
Bank Events Monitoring	\$0.50
Deceased (Flag)	\$0.00
Deceased	\$0.01
Deceased Monitor	\$0.01
Electronic Bankruptcy Notification (EBN)	\$0.01
Bankruptcy + Electronic Bankruptcy Notification (EBN)	\$0.01

VI. Accurint for Government Collections – Contact & Locate (Non-FCRA)

(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.)

Service	
NON-FCRA FEATURES	Florida
Associates ("Next Steps")	\$0.00
Basic Lookup	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Corporation Filings (Report Included Except In Delaware)	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Deep Skip Search	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Driver Licenses	\$0.00
Dun & Bradstreet (not discountable)	\$0.25
Email Search	\$0.40
Fictitious Business Name	\$0.00
InstantID	\$0.00
InstantID With FraudDefender	\$0.00
Internet Domains	\$0.00
Motor Vehicle Locator	\$0.00
Motor Vehicle Locator Report	\$0.00
National UCC Filings (Report Included)	\$0.00
Neighbors ("Next Steps")	\$0.00
People At Work Locator	\$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
Person Search	\$0.00
Phone History Report (not discountable)	\$0.25

Phones Plus	\$0.50
Professional Licenses (Report Included)	\$0.00
Real Property Locator (Property Assessments, Deeds and Mortgages)	\$0.00
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Reverse Lookup	\$0.00
USA Patriot Act	\$0.00
Voter Registration Locator	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Comprehensive Contact & Locate Report: Summary Report, Associates, Driver's Licenses, Neighbors, People at Work, Phones Plus, Professional Licenses, Property, Relatives (3 Degrees), UCC Filings and Voter Registration.	\$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 And Corporate Affiliations.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Businesses At Address	\$0.00
-Driver Licenses At Address	\$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
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
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report: Base Report: Others Using Same SSN, Date and Location where SSN Issued, Comprehensive Report Summary, Address Summary, Company Header.	\$0.00
Additional Report Options:	--

-Associates	\$0.00
-Driver Licenses Information	\$0.00
-Email Addresses	\$0.40
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included)	\$0.00
-Real Property Locator	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-UCC Filings	\$0.00
-Voter Registration Locator	\$0.00
Online Batch	
Address (Single)	\$0.13
Address (Multiple)	\$0.16
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
Multiple = 2 Or More Phones/Addresses Returned	--

VII. Accurint for Government Collections – Decisioning (FCRA)

(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	
FCRA FEATURES	Florida
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Concealed Weapons Permit	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
Equifax Credit Report	\$2.25
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Firearms & Explosives	\$0.00
Hunting/Fishing Licenses	\$0.00
Judgments & Liens	\$0.00
Judgments & Liens Report	\$0.00
Marriages / Divorces Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Mortgages and Deeds Search	\$0.00
Property Mortgages and Deeds Report (excluding Deed image)	\$0.00
Real Property (Assessments, Deeds and Mortgages)	\$0.00
Real Property Report	\$0.00
Sexual Offenders (Report Included)	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Reports	
Asset Report: Property Deeds & Assessments, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$0.00
Comprehensive Contact & Locate Report: Summary Report, Bankruptcy, Concealed Weapons Permits, Hunting / Fishing Permits, and Liens & Judgments	\$0.00
Comprehensive Address Report	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Liens And Judgments	\$0.00
Custom Comprehensive Report	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-Liens And Judgments	\$0.00
-Real Property	\$1.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00