

## ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and \_\_\_\_\_ ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. **License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services"), which include certain of ID's intellectual property, for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. **Compliance with Laws.** Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services provided subject to the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
  - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
  - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
  - For required institutional risk control, or for resolving consumer disputes or inquiries;
  - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
  - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
  - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
  - To comply with federal, state, or local laws, rules, and other applicable legal requirements.

If Subscriber desires to access Services provided pursuant to the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

3. **No Warranties.** ID warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
4. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ID shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
5. **Indemnification; Limitation of Liability.** In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the twelve (12) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
6. **Fees.** Subscriber agrees to pay all applicable fees and charges for Services in accordance with the GSA Schedule Pricelist. ID shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Notwithstanding, for any limited trial period where ID has waived Subscriber's obligation to pay monetary fees, Subscriber agrees to provide ID with candid feedback regarding the utility and quality of the ID Services as its consideration for ID's grant of the license to the Services; Subscriber agrees that ID is afforded the right to use Subscriber's feedback to improve the Services, without compensating or crediting Subscriber.
7. **Account Administrator.** Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at [incident@id-info.com](mailto:incident@id-info.com).
8. **Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice and subject to Government security requirements, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. **Entire Agreement.** This Agreement, the Application, the Terms and Conditions located at <https://www.ididata.com/termsandconditions.pdf>, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

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Company Name ("Subscriber")

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Authorized Signature

Date

---

Type or Print Name of Authorized Signer

Title

## APPLICATION

**BUSINESS TYPE: GOVERNMENT AGENCY (NON LAW ENFORCEMENT)**

<b>COMPANY NAME:</b>	<b>MAIN PHONE NUMBER (must match supporting documentation):</b>
<b>PHYSICAL ADDRESS:</b>	<b>CITY/STATE/ZIP:</b>
<b>COUNTY:</b>	<b>WEBSITE:</b>
<b>PRIMARY ADMIN (OR USER) FULL NAME:</b>	<b>PRIMARY ADMIN (OR USER) EMAIL ADDRESS:</b>
<b>PRIMARY ADMIN (OR USER) CELL PHONE:</b>	

**IMPORTANT:** Upon approval of your application, you will be permitted to access ID Services only for the use cases detailed below. If you have additional needs, please contact your sales representative.

- Fraud prevention
- Child support
- Witness and victim locating
- Locating beneficiaries and heirs
- Apprehending criminals
- Verification of applicant and employee information (but not for any eligibility purpose permitted by the FCRA)
- Collections activity

## ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and \_\_\_\_\_ ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. **License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services"), which include certain of ID's intellectual property, for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. **Compliance with Laws.** Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services provided subject to the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
  - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
  - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
  - For required institutional risk control, or for resolving consumer disputes or inquiries;
  - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
  - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
  - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
  - To comply with federal, state, or local laws, rules, and other applicable legal requirements.

If Subscriber desires to access Services provided pursuant to the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

3. **No Warranties.** ID warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
4. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ID shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
5. **Indemnification; Limitation of Liability.** In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the twelve (12) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
6. **Fees.** Subscriber agrees to pay all applicable fees and charges for Services in accordance with the GSA Schedule Pricelist. ID shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Notwithstanding, for any limited trial period where ID has waived Subscriber's obligation to pay monetary fees, Subscriber agrees to provide ID with candid feedback regarding the utility and quality of the ID Services as its consideration for ID's grant of the license to the Services; Subscriber agrees that ID is afforded the right to use Subscriber's feedback to improve the Services, without compensating or crediting Subscriber.
7. **Account Administrator.** Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at [incident@id-info.com](mailto:incident@id-info.com).
8. **Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice and subject to Government security requirements, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. **Entire Agreement.** This Agreement, the Application, the Terms and Conditions located at <https://www.ididata.com/termsandconditions.pdf>, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

---

Company Name ("Subscriber")

---

Authorized Signature

Date

---

Type or Print Name of Authorized Signer

Title

## APPLICATION

**BUSINESS TYPE: LAW ENFORCEMENT**

<b>COMPANY NAME:</b>	<b>MAIN PHONE NUMBER (must match supporting documentation):</b>
<b>PHYSICAL ADDRESS:</b>	<b>CITY/STATE/ZIP:</b>
<b>COUNTY:</b>	<b>WEBSITE:</b>
<b>PRIMARY ADMIN (OR USER) FULL NAME:</b>	<b>PRIMARY ADMIN (OR USER) EMAIL ADDRESS:</b>
<b>PRIMARY ADMIN (OR USER) CELL PHONE:</b>	

**IMPORTANT:** Upon approval of your application, you will be permitted to access ID Services only for the use cases detailed below. If you have additional needs, please contact your sales representative.

- Fraud prevention
- Witness and victim locating
- Apprehending criminals
- Verification of applicant and employee information (but not for any eligibility purpose permitted by the FCRA)
- Locating fraud victims
- Legal process service

**IDI VERIFIED RIDER FOR VERIFIED SERVICES**

This IDI VERIFIED Rider for Verified Services ("Rider"), effective as of the date signed below ("Effective Date"), is entered into by and between \_\_\_\_\_, with its primary place of business at \_\_\_\_\_ ("Subscriber") and IDI VERIFIED, LLC, with its primary place of business at 2650 N. Military Trail, Suite 300, Boca Raton, FL 33431 ("IDI VERIFIED"). This Rider incorporates certain terms and conditions of the ID Application and Subscriber Agreement entered into between Subscriber and Interactive Data, LLC ("Agreement") as expressly provided for herein. In consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IDI VERIFIED and Subscriber hereby agree as follows:

1. **Purpose.** Subscriber wishes to receive certain verified services (the "Verified Services"), as more fully described in Attachment A attached hereto and incorporated by reference, as provided by Interactive Data's affiliate, IDI VERIFIED. This Rider serves to substitute IDI VERIFIED in place of Interactive Data as a party to the Agreement, solely for the purpose of IDI VERIFIED providing the Verified Services as contemplated herein. The parties agree that: (i) this Rider shall constitute an independent agreement separate from the Agreement, and that the modifications to the Agreement referenced herein shall be effective solely as to this Rider; and, (ii) the obligations and responsibilities of IDI VERIFIED and Subscriber created hereunder are the sole and exclusive obligations and responsibilities of such entities as to the Verified Services.
2. **Incorporated Terms.** The following provisions of the Agreement are hereby attached hereto and incorporated into this Rider by reference as if fully set forth herein: Section 3 (No Warranties), Section 5 (Indemnification; Limitation of Liability), Section 8 (Audit), and the Terms and Conditions attached heretoprovided, however: (i) as so incorporated, each reference to "Interactive Data" or "ID" in such provisions shall mean "IDI VERIFIED", each reference to "Services" shall mean "Verified Services", and each reference to "Subscriber Agreement" or "Agreement" shall mean "Rider"; and, (ii) this Rider shall survive any termination of the Agreement and will continue to be construed by the terms of the Agreement as incorporated and modified herein until terminated in accordance with its terms. The remaining sections of the Agreement are expressly excluded from this Rider and not applicable to the Verified Services hereunder. Capitalized terms used, but not otherwise defined, in this Rider shall have the meaning provided to such terms in the Agreement.
3. **Additional Terms and Conditions for Verified Services.** In addition to the foregoing incorporated terms, the following terms and conditions shall apply with respect to the Verified Services:
  - 3.1 **License.** IDI VERIFIED grants Subscriber a personal, non-exclusive, non-assignable, non-transferable, revocable license to obtain and use the Verified Services pursuant to the terms of this Rider. Subscriber acknowledges that Subscriber has been granted this license because of Subscriber's representations regarding its compliance with applicable laws and its authorized use of Verified Services.
  - 3.2 **Subscriber Certifications.** Subscriber shall comply with all laws and regulations that govern the use of the Verified Services and information provided therein. Subscriber understands that the Verified Services may contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Verified Services governed by the GLBA, Subscriber certifies that it will request, access and use such Verified Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
    - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
    - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
    - For required institutional risk control, or for resolving consumer disputes or inquiries;
    - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
    - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer; or
    - To comply with federal, state, or local laws, rules, and other applicable legal requirements.
 IDI VERIFIED is not a "consumer reporting agency," and its Verified Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Verified Services will not be used, in whole or in part, as a factor in establishing an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.
  - 3.3 **Fees.** Subscriber agrees to pay all applicable fees and charges for Verified Services received in accordance with the GSA Schedule Pricelist, as set forth on Attachment A.
  - 3.4 **Conflicts.** In the event a conflict arises between the terms of this Rider and the Agreement, the terms in the Rider shall prevail with respect to the Verified Services.
  - 3.5 **Entire Agreement.** This Rider, and the Terms and Conditions located at <http://ididata.com/termsandconditions.pdf>, are all incorporated by reference and constitute the entire agreement between Subscriber and IDI VERIFIED regarding the Verified Services.

I certify that I have read and agree to this Rider, that I am authorized to execute this Rider on behalf of Subscriber, and that all information that I have provided is true and correct. I agree that a facsimile or other electronic transmission (e.g., a "pdf") of this Rider shall constitute an original and legally binding contract. All of the foregoing is accepted and agreed to by:

\_\_\_\_\_  
Subscriber Company Name

\_\_\_\_\_  
Subscriber Representative (Signature)

\_\_\_\_\_  
Name and Title of Signer (please print)

\_\_\_\_\_  
Date Signed

**ATTACHMENT A TO  
IDI VERIFIED RIDER FOR VERIFIED SERVICES**

Subscriber:
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Service: idiVERIFIED Locate Services		
Verified Place of Employment (VPOE)	\$ 65.00	per verified hit

Service: idiVERIFIED Bank Services		
Bank Account Locate	\$ 65.00	per verified hit
Tier 2 Bank Account Locate	\$ 150.00	per verified hit
Brokerage Account Search	\$ 299.00	per verified hit
Safe Deposit Box Search	\$ 299.00	per verified hit

Verifications are guaranteed as accurate only as of the date the information is returned to Subscriber. If Subscriber wishes to dispute the validity of a verification, a written request must be submitted to IDI Verified within 90 days of Subscriber's receipt of the disputed verification. Such request must be accompanied by documented proof that the information provided by IDI Verified is incorrect. IDI Verified will review the disputed verification(s) and, if such dispute is determined valid by IDI Verified in its sole discretion, IDI Verified will issue credit(s) applicable to the disputed verification(s) towards future Verified Services.

There are no free trials for any idiVERIFIED Services. IDI Verified reserves the right to increase pricing with prior notice to Subscriber. Any increase in price will not affect files previously submitted by Subscriber and currently in verification process with IDI Verified.

Account ID: