Agreement for AutoCheck® Service
(for Law Enforcement Agency Customers of LexisNexis® Coplogic Solutions Inc. only)

Experian Information Solutions, Inc. ("Experian") and the Client designated herein ("Client"), hereby agree to the following:

1. Services. Experian agrees to sell the Experian AutoCheck® Vehicle History Report and AutoCheck Triggers ("Services") described in this Agreement for AutoCheck® Service ("Agreement") to the agency Client identified below.   The AutoCheck Vehicle History Report Services provides information on vehicles compiled by vehicle identification number ("VIN"), which access vehicle title and registration records to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. The Services may be delivered via the Internet at www.autocheckmembers.com or via a link from the LexisNexis® Command Center portal ("LN Command Center"). The AutoCheck Triggers Service matches a Client provided vehicle identification number ("VIN") against the AutoCheck vehicle history database and flags VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to Client. Refer to Exhibit A for information on monitoring frequency, monitored element selection, and output elements.

2. Term.   The term of this Agreement is one (1) year from the Effective Date of the Agreement ("Term") and shall renew automatically for additional, successive one (1) year periods (each a "Renewal Term"). Experian may terminate this Agreement (i) in the event of a material breach of this Agreement by Client; or (ii) if Client ceases to provide their accident data ("Client Accident Data") to LexisNexis® Coplogic™ Solutions Inc. ("LN"). In either event, termination will be effective immediately with automatic termination of any license rights.

3. Fees. There will be no charge for the Services under this Agreement provided that Client has a current executed agreement with LN.

4. Data Use Restrictions. The below restrictions apply to the Services provided under this Agreement:

A.   Client shall only use the AutoCheck Vehicle History Report Services for purposes of providing the Services solely to law enforcement personnel for agency Client's use in carrying out its functions.
B.   Client shall only use the AutoCheck Triggers data for assisting in police investigations that involve the vehicle in question.
C.   Client must not use the Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA. Client may use Services to evaluate collateral. Client may not use Services to evaluate consumers.
D.   Client shall not resell or license the Services to any third party.
E.   Client shall not represent that Experian warrants or otherwise certifies the quality of any vehicle, and Client will not use the Experian name, the AutoCheck name or this relationship to make such a representation.

5. Internet Security. AutoCheck Client must have a commercially reasonable Internet security system, which Experian may review and audit in its discretion.

6. User Code. Experian will provide Client with a proprietary nontransferable user code that the Client must use when requesting Services. Client shall keep such user code confidential and prevent unauthorized or fraudulent use. Any request for additional and/or reduction and/or termination of User Codes by Client will be made in writing and requests for additional User Codes may be subject to an additional fee.

7. Compliance with Law and Industry Standards. Experian shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Experian's performance and provision of the Services. Client shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Client's receipt and use of the Services.

8. Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement, Exhibit A - Sections I or Exhibit B shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

9. Indemnity.   Client shall indemnify, defend and hold Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any claims brought against Experian relating to the use of the Services by Client, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by Client and relating in any way to Client's receipt or use of the Services.

10. Warranties and Limitation on Liability. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. Experian will not be liable to Client or to any of Client's customers for any loss or injury arising out of or caused by Experian's acts or omissions in providing the Services. If, however, liability is imposed upon Experian for any reason whatsoever, then that liability shall be limited to the Fees paid by the Client for the Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER OR NOT FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

11. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

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12. <u>Audit</u>. Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. AutoCheck Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. <u>Successors and Assigns</u>. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by AutoCheck Client without Experian's prior written consent.

14. <u>Excusable Delays</u>. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

15. <u>Choice of Law</u>. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Delaware. Any dispute under this Agreement shall be brought in the federal or state courts in Delaware.

16. <u>Notices</u>. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian shall be sent to AutoCheck Customer Operations, 955 American Lane, Schaumburg, IL 60173 or emailed to customersupport@experian.com. Notices sent to the AutoCheck Client shall be addressed to the address designated in Exhibit A.

17. <u>Amendments</u>. This Agreement may only be amended in writing signed by authorized representatives of both parties.

18. <u>Survival</u>. The provisions of Sections 3, 4, 7, 8, 9, 10, 11, and 15 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

19. <u>Complete Agreement</u>. This Agreement sets forth the entire understanding of Client and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating.

BY SIGNING BELOW, YOU ARE INDICATING (I) YOU HAVE READ AND YOU UNDERSTAND, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

CLIENT:

By: _____
                  (Signature)

Print Name: Phone No.:

Title: E-Mail Address: Fax No.:

EXPERIAN INFORMATION SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Effective Date: _____

Exhibit A – AutoCheck Triggers Program Details

CLIENT INPUT
Client will use the LN Command Center to select/deselect VINs which it would like monitored. LN will provide that list of VINs to Experian for monitoring on no less than a daily basis

EXPERIAN PROCESS
The elements that will be monitored are shown in Exhibit C. Experian will match the input VINs to the Experian AutoCheck vehicle history database and flag VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to and made available for viewing in the LN Command Center on a daily basis. The output elements are shown in Exhibit D. Process details are below:

VIN File Monitoring

1) Experian to create Client ID which will be provided to LN and matched to client's Command Center ID
2) Client to select VINs to be monitored in the LN Command Center. LN will provide the selected VINs to Experian on a daily basis
3) An initial baseline file is created based upon the monitoring elements (Exhibit C) and posted to Command Center for client retrieval
4) VINs are scanned for event changes
5) If a change has occurred since the previous reporting period a Trigger flag will appear
6) Experian uploads a file to LN which will contain information on VINs with change in monitored elements
7) LN will send an email notification to Client advising that a file has been posted for retrieval.
8) Each VIN/triggered element combination will appear as a separate row in the Command Center

MONITORING FREQUENCY SELECTION
⊠ Daily

EXPERIAN OUTPUT
Output elements in (Exhibit C) will be provided in the output file results.

Each activity associated with a VIN will be output as a separate row.

EXHIBIT B: * MONITORING ELEMENT SELECTIONS (ACTIVITY TYPE)

- ☐ Abandoned
- ☐ Accident Data (includes Airbag Deployed & Severe Accidents)
- ☐ Airbag Deployed
- ☐ Commercial Use
- ☐ Crash Test Vehicle
- ☐ Dealer Plates
- ☐ Detrimental Auction Announcement
- ☐ Driver Education
- ☐ Failed Emission Inspection
- ☐ Failed Safety Inspection
- ☐ Fire Damage
- ☐ Fleet
- ☐ Fleet/Lease
- ☐ Fleet/Rental
- ☐ Fleet/Taxi
- ☐ Frame Damage
- ☐ Government Use
- ☐ Grey Market
- ☐ Hail Damage
- ☐ Insurance Loss
- ☐ Junk
- ☐ Lemon/Manufacturer Buyback
- ☐ Livery Use
- ☐ Major Damage Incident
- ☐ Manufacturer Announcement
- ☐ Mileage Reading
- ☐ Motor Change
- ☐ Non Assured**
- ☐ Non Detrimental Auction Announcement
- ☐ Odometer Problem
- ☐ Police Use
- ☐ Prior Rental
- ☐ Prior Taxi
- ☐ Rebuilt/Rebuildable
- ☐ Recycled
- ☐ Rental
- ☐ Repossessed
- ☐ Salvage (includes Salvage Auction & Salvage Reported)
- ☐ Salvage Auction
- ☐ Salvage Reported
- ☐ Severe Accident
- ☐ Taxi Use
- ☐ Theft
- ☐ Theft Recovered
- ☐ Title Damage
- ☐ Title
- ☐ Registration
- ☐ Water Damage
- ☒ All Available Elements

* The title brands listed above are subject to availability by the state data source

** Non Assured includes Crash Test Vehicle, Detrimental Auction Announcement, Fire Damage, Frame Damage, Grey Market, Hail Damage, Insurance Loss, Junk, Lemon/Manufacturer Buyback, Major Damage Incident, Manufacturer Announcement, Rebuilt/Rebuildable, Recycled, Salvage, Salvage Auction, Salvage Reported, Title Damage, Water Damage and Rollback [Note: there is an upcharge for the Non-Assured monitored element]

EXHIBIT C: OUTPUT ELEMENT SELECTION

☒ VIN (required output selection)
☐ Assured/Buyback Flag
☒ Activity Code
☒ Activity Type
☒ Activity Date
☒ City
☒ State
☒ Data source
☐ Rollback (Non Assured must be selected as a Monitoring Element to receive this output option)
☐ Last odometer reading (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☐ Last odometer date (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☐ Estimated current mileage (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☒ Case Number (if applicable) (Accident Data, Airbag Deployed or Severe Accidents must be selected as a Monitoring Element to receive this output option)

AUTOCHECK EXHIBIT A FOR LAW ENFORCEMENT

SECTION I – AGENCY CONTACT INFORMATION

Agency Name:
Agency ORI number:
Address:
City/State/Zip:
Primary User's First & Last Name:
Primary User's Telephone:
Primary User's Email Address:

SECTION II – ADDITIONAL AUTHORIZED USERS

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address: