

Product Supplement – ISO ClaimSearch® For Non-Insurers (Universal Format Web Reporters)

This is a Product Supplement to the ISO Master Agreement, **03-14** edition, **September 21, 2017** dated by and between **City Of Clearwater** ("Licensee") and Insurance Services Office, Inc., on behalf of itself, its subsidiaries and affiliates, (all of which are collectively referred to herein as "ISO").

1. DESCRIPTION:

This Product consists of the electronic provision to Licensee of loss claims history information from various ISO ClaimSearch® databases concerning insurance claims and the property subject to the claim ("Databases"). This product also provides access to various services concerning the insurance claim.

2. AUTHORIZATION FOR LICENSEE INFORMATION:

Licensee hereby authorizes the use of all Licensee Information (defined below) reported to ClaimSearch under this Product Supplement, which includes any digital media, and consents to ISO's use of and sharing of Licensee's Information for the purposes permitted under this Product Supplement.

3. SCOPE OF USE:

- a) Licensee warrants that it, its employees and Authorized Users of the Databases shall use the Databases exclusively for purposes of insurance claims processing, investigation, fraud detection and prevention. "Authorized Users" of Licensee shall mean certain designated employees, officers and directors of Licensee, in each case who are performing or providing services to the Licensee, and who have been pre-approved in writing by ISO.
- b) Licensee shall designate its employees who are involved in the processing, investigation and payment of claims to be the only persons to receive or use claims reports and other information from ISO ClaimSearch. Licensee will notify ISO immediately of any change in such designations. Licensee shall be responsible for ensuring that only Authorized Users access ISO ClaimSearch, and that those Authorized Users use the information only for processing active claims. No information received through ISO ClaimSearch shall be provided to any employees not authorized to access the information or to any third party, other than the insurance company which has provided the initial claim information to ISO.
- c) Licensee may deliver this product to Authorized Users via local or wide area networks or intranets or extranets or similar electronic means, pursuant to all other terms, conditions and limitations of this Product Supplement. ISO may periodically audit Licensee's books and records as required to verify compliance with the *ISO ClaimSearch Privacy and Security Policies*. Licensee agrees to comply with the Audit process contained in the *ISO ClaimSearch Privacy and Security Policies* including all updates to that policy during the term of this Product Supplement. Neither Licensee, its employees, any other authorized user of the products, nor anyone acting by or through Licensee shall sell, transfer, distribute, publish, disclose, display or otherwise make the products, or any of the information therein, available, in whole or in part, to any other person or entity, without the express written consent of ISO.

4. REPORTING OBLIGATIONS (Database segments only):

- a) Using forms and methods prescribed by ISO, Licensee agrees to provide the claims information described for that product (individually and collectively referred to herein as "Licensee Information"). Licensee shall submit all Licensee Information in accordance with the timeframes required by ISO.
- b) Licensee shall retain adequate documentation of all Licensee Information submitted to ISO. In the event that ISO determines for any reason to audit, investigate or reinvestigate any Licensee Information, Licensee shall comply with any written auditing procedures provided to Licensee by ISO and shall cooperate fully in assessing the accuracy and completeness of such information. Full cooperation shall include, but not be limited to, an undertaking by Licensee to verify the accuracy of Licensee Information.
- c) Licensee represents and warrants that all Licensee Information submitted to ISO pursuant to this Product Supplement shall be true and accurate to the best of its knowledge, information and belief and that reasonable commercial attempts have been made to ensure data quality. Licensee shall require its appropriate personnel to certify that any Licensee Information provided by them is true and accurate to the best of their knowledge, information and belief. Licensee agrees to conduct periodic audits of its claims input procedures to assure maximum accuracy of Licensee Information.
- d) Licensee is required to provide Licensee Information containing claims data for the database services selected (as checked or referenced below). Licensee shall submit Licensee Information to ISO for all claims reported during the term of this Product Supplement on a transaction basis in mutually agreed-upon formats. In addition, if Licensee is an insurer, an initial report may be submitted to ISO, which includes a three to five year master loss history file, the specific format of which will be agreed to by ISO and Licensee.

5. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THESE PRODUCTS:

- a) Neither Licensee nor its employees or Authorized Users shall use the Databases for purposes of insurance underwriting (including ratemaking, risk classification, actuarial calculations, and identification of prospective Licensees or reclassification of Licensees), policy cancellation or renewal, establishing or stabilizing claims payment levels, granting of credit or other similar purpose. Licensee's use shall comply in all respects with the ISO ClaimSearch Privacy and Security Policy, including all updates to that policy made during the term of this Product Supplement that are provided to Licensee and Licensee shall be responsible for ensuring its employees and Authorized Users' use complies in all respects with such Policy.
- b) Licensee acknowledges and agrees neither Licensee, its employees, any other user of the products, nor anyone or anything acting by or through Licensee shall use the information obtained from the Databases ("ClaimSearch Information") to: 1) create a database; 2) create any derivative work product in a manner that does not directly and solely support the evaluation or investigation of an active claim; 3) create a database or product that competes with or can be used as an alternative to the Databases; 4) populate, enhance or improve any Licensee database, software or system; or 5) use any third party to create a database or create derivative work product in a manner that is prohibited in sections 1, 2, and 3 herein.
- c) Neither Licensee nor its employees or Authorized Users, any third party, nor anyone or anything acting by or through Licensee shall warehouse ClaimSearch Information in whole or part, received from ISO. "Warehouse" shall mean the electronic accumulation and storage of any amounts of ClaimSearch Information for general decision support or business intelligence purposes or any other purposes

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other than processing an individual and active claim subject to the terms in this Product Supplement. Except as permitted hereunder, neither Licensee nor its employees or any Authorized User shall (i) disassemble, decompile, manipulate, aggregate or reverse engineer the product or the other information obtained from the product and shall not permit any third party to disassemble, decompile, manipulate, aggregate, or reverse engineer the product or (ii) sell, license, publish, display, copy, distribute, or otherwise make available the information obtained from this product in any form or by any means.

- d) Licensee hereby requests the product(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the parties. At Licensee's expense, Licensee shall provide all necessary Licensee equipment and appropriate interfacing devices and communication lines with the connectivity arrangement(s) selected and to pay for all costs to connect to an ISO-provided connect point or designated node, if necessary.
- e) This product and the ClaimSearch Information licensed hereunder are copyrighted by ISO and other third-party providers as specified herein. ISO shall not be responsible for any claim that may arise out of the third-party providers' information included in this product. Licensee agrees that if ISO is no longer authorized by a third party provider(s) to deliver the product or the information contained therein, or if directed by a third party provider, ISO may immediately, without prior notification, terminate Licensee's access to this product or the information contained in the product.
- f) ISO agrees, represents and warrants that it will use the Licensee Information supplied by Licensee hereunder strictly in accordance with the terms and provisions of this Product Supplement as expressly and specifically set forth herein. During the term of this Product Supplement, Licensee grants to ISO a non-exclusive license to: (1) incorporate the Licensee Information into the Databases; (2) to disseminate Licensee Information to other ISO licensees; (3) use the Licensee Information for new and enhanced features and improvements to the Databases; (4) use Licensee Information for new and enhanced products, features, improvements and enhanced solution offerings; (5) use the Licensee Information for internal research and development purposes in support of the insurance process; and (6) use Licensee Information with ISO's authorized third parties that have been vetted by ISO and under written obligations of confidentiality, solely to support ISO for the purposes stated herein.
- g) ISO grants to Licensee a limited, revocable license to use and access the product, Databases and ClaimSearch Information solely within the states, jurisdictions or territories of the United States, District of Columbia, Guam, Puerto Rico, and the US Virgin Islands. Licensee shall not use or access the product or ClaimSearch Information from outside of the states, jurisdictions or territories of the United States, District of Columbia, Guam, Puerto Rico, or the US Virgin Islands, without ISO's express prior written approval.
- h) Licensee warrants that it will comply with the ISO ClaimSearch Privacy and Security Policy (including updates) provided to Licensee.
- i) The parties acknowledge and agree that ISO may utilize a third party cloud service provider ("Cloud Services") for the storage, access, transfer, processing of Licensee Information and all information related to the products and services provided under this Product Supplement. ISO shall use at minimum, commercially reasonable industry standards available in connection with the performance of its obligations under this Product Supplement. ISO shall employ commercially reasonable standard security practices for the storage of any Licensee Information and provide and implement at a minimum, industry standard security procedures for the transfer, transmission, storage, or accessing of Licensee Information provided to ISO under this Product Supplement.
- j) Licensee acknowledges and agrees that neither Licensee, nor any of its Authorized Users, employees, analysts, agents, consultants or representative may utilize Robotic Process Automation ("RPA"), Artificial Intelligence ("AI") or any other similar automation tools, software, technology or processes (hereinafter collectively referred to as "Automation Processes") to access, interface with, or use the product, Databases, or any ClaimSearch Information, without ISO's express prior written consent. ISO reserves the right to revoke the authorization to utilize any Automation Processes. Licensee shall be fully responsible for acts, services and functions performed by such Automation Tools to the same extent as if such acts, services and functions were performed by Licensee employees, and for purposes of this Product Supplement such acts, services and functions will be deemed work performed by Licensee. Licensee will remain fully liable for any and all use of such Automation Processes and shall indemnify and hold ISO harmless from and against any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, and liabilities, arising out of, based upon or in connection with any use of the Automation Processes.

To the extent ISO agrees to permit Licensee to utilize Automation Tools, Licensee shall: (i) employ industry best practice encryption techniques for information stored on, accessed on or transmitted to or from the Automation Tool (at a minimum Licensee's encryption processes for "data at rest" and "data in motion" shall comply with the NIST Special Publication 800-111 standards); (ii) provide for and implement at a minimum, industry standard, security procedures, which will be subject to ISO's audit and review, for all facilities (including equipment, software and network) used to transfer, transmit or access the product, Databases or ClaimSearch Information; (iii) ensure Automation Tools operate strictly in accordance with the terms and conditions set forth in this Product Supplement, including but not limited to ensuring each and every Automation Tool is assigned a unique ID only to be used by that automation tool; and (iv) upon the earlier to occur, expiration or termination of this Product Supplement or ISO revoking its consent to use of the Automation Tools, immediately terminate the ability of the Automation Tools to access the product, Databases and ClaimSearch Information. ISO's revocation of its consent to use the Automation Tools is effective immediately upon delivery of notice to Licensee. If Licensee believes a security breach occurs or if Licensee suspects that a security breach may have occurred Licensee shall immediately notify ISO.

- k) The parties herein agree that any breach of sections 3 (Scope of Use), 4 (Reporting Obligations) or 5 (Additional Terms and Conditions) shall constitute a material breach of this Product Supplement. In the event of a breach, ISO may, in its sole discretion immediately suspend Licensee and its Authorized Users' access to the ClaimSearch Information upon notice. Licensee shall have (30) days from date of the notice to cure the breach prior to termination. The parties will work together in good faith to give Licensee an opportunity to cure the breach. If ISO is not satisfied with the cure within thirty (30) days from the date of the initial notice of breach, ISO may terminate this Product Supplement upon delivery of written notice without any further obligation to Licensee.
- l) ISO may issue one or more joint press releases upon the execution of this Product Supplement. Any such press releases shall be subject to the agreement of the parties as to timing, forum, audience and content. Notwithstanding the above, ISO may use Licensee's name and logo solely to indicate that Licensee is a participant and subscriber of the Product without prior written approval of each use.

6. DELIVERY:

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The company claim system and ISO's Internet electronic delivery platform. System authentication is required for Internet access. Each Authorized User must have an assigned unique ID only to be used by that Authorized User. Sharing of IDs and/or passwords is strictly prohibited.

7. DATABASE SERVICES:

✓ CHECK ALL THAT APPLY:

☐ **A. AUTOMOBILE CLAIMS INFORMATION**

This database includes access to Insurer automobile claims database files, including auto physical damage, auto property damage liability, vehicle theft (including insurance company recoveries), vehicle salvage, VINassist™, and vehicle claims system (VCS) records. This database also provides access to *ClaimDirector*™ which delivers a claim score and information regarding the basis of the score to facilitate the identification of meritorious and questionable claims.

Fee: **<INSERT>** in addition to license fees for access to the other databases checked or referenced herein. If Licensee is an insurance company, the fee will be based on Licensee's direct written premium for the second preceding year for the applicable line (s) of business. If Licensee is not an insurance company, Licensee shall be invoiced monthly for each transaction recorded for the applicable line of business during the preceding month. The invoice will be based on the prices in effect for each search type at the effective date of this Product Supplement and the commencement date of each renewal period thereafter.

Product Supplement Term: **<INSERT>**;

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

NOTE: Access to Law Enforcement and Manufacturers Data ("LEMD") must be authorized by the National Insurance Crime Bureau ("NICB") and may be arranged through the NICB for a fee. If Licensee is so authorized, ISO will include access to the vehicle-related, third-party data in this segment. The LEMD data includes: NCIC vehicle recoveries, law enforcement (vehicle thefts - theft indicator only) data: vehicle impounds; vehicle exports; and vehicle manufacturers (shipping and assembly, paperless MCO) files.

☒ **B. CASUALTY CLAIMS INFORMATION**

This database includes access to claims records reported to ISO under all casualty lines: workers' compensation, general liability, auto bodily injury liability, medical payments, homeowners and farmowners liability, E&O and D&O, and disability. This database also provides access to *ClaimDirector*™ scores for workers' compensation, and personal and commercial auto liability claims. *ClaimDirector* delivers a claim score and information regarding the basis of the score to facilitate the identification of meritorious and questionable claims.

Fee: **\$1,100 annually plus usage** in addition to license fees for access to the other databases checked or referenced herein. If Licensee is an insurance company, the fee will be based on Licensee's direct written premium for the second preceding year for the applicable line (s) of business. If Licensee is not an insurance company, Licensee shall be invoiced monthly for each transaction recorded for the applicable line of business during the preceding month. The invoice will be based on the prices in effect for each search type at the effective date of this Product Supplement and the commencement date of each renewal period thereafter.

Product Supplement Term: **January 1, 2019 – December 31, 2019;**

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

☐ **C. PROPERTY CLAIMS INFORMATION**

This database includes access to first party property loss claims records reported to ISO. Property claims resulting from all perils are included in this database. This database also provides access to *ClaimDirector*™ scores for homeowner claims. *ClaimDirector* delivers a claim score and information regarding the basis of the score to facilitate the identification of meritorious and questionable claims.

Fee: **<INSERT>** in addition to license fees for access to the other databases checked or referenced herein. If Licensee is an insurance company, the fee will be based on Licensee's direct written premium for the second preceding year for the applicable line (s) of business. If Licensee is not an insurance company, Licensee shall be invoiced monthly for each transaction recorded for the applicable line of business during the preceding month. The invoice will be based on the prices in effect for each search type at the effective date of this Product Supplement and the commencement date of each renewal period thereafter.

Product Supplement Contract Term: **<INSERT>**;

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

☐ **D. MARINE CLAIMS INFORMATION**

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This service includes access to claim records, reported to ISO's Marine Claims Information database under all Marine claims casualty losses, including claims under Longshore and Harbor workers, and Jones Act, Protection and Indemnity and other bodily injury and property damage liability claims as submitted by employees and third party claimants. Marine casualty claims as above will be included in the Casualty service within ISO ClaimSearch. Searches and matches will include those claims included in the Casualty service in addition to the Marine casualty claims submitted by participating organizations.

Fee: **<INSERT>** in addition to license fee for access to the other Databases. If Licensee is an insurance company, the fee will be based on licensee's direct written premium for the second preceding year for the applicable line(s) of business. If Licensee is not an insurance company, Licensee shall be invoiced either monthly or quarterly for each transaction for the applicable service, after payment of an annual fee, in excess of the base number of Information included as a part of the annual consideration. Licensee also may participate in an annual participation fee that will include all transactions with no additional fee. The invoices will be based on the prices in effect for each submission at the effective date of this product supplement and the commencement date of each renewal period thereafter.

Product Supplement Term: **<INSERT>**

Term automatically renews for one-year periods unless terminated pursuant to the Master.

☒ **E. CLAIMS INQUIRY AND INVESTIGATIONS QUERY (FOR NON-INSURERS ONLY)**

This product consists of electronic inquiry access to the loss history information for the investigation of insurance claims. A password and system authentication is required for access.

Licensee warrants that it, its employees and Authorized Users of the Databases shall use Claims Inquiry exclusively for purposes of investigation of claims. Use of this Product is limited to personnel of Licensee whose primary responsibility is the investigation and disposition of potentially fraudulent claims. Each user must be specifically designated to use Claims Inquiry by an authorized representative of Licensee. The following limitations apply to the use of Claims Inquiry:

- 1) Searches may only be conducted in connection with the investigation of an existing claim and where an initial claim report has been filed in the Databases. Additionally, for searches involving doctors, attorneys or other parties to the loss, Licensee must have a reasonable basis to believe that such search may provide relevant information in connection with a claim under investigation.
- 2) Information obtained from the Databases on an individual may only be used in connection with the investigation of suspicious or fraudulent claims and such information may only be disclosed to (a) persons who are involved in the investigation or resolution of the claim, or (b) law enforcement officials, in the event that the matter has been turned over to the law enforcement authorities.
- 3) No search of the Databases may be conducted on behalf or, or at the request of, any government official other than those specifically involved in a joint investigation.
- 4) The purpose of this Product and its Databases is to provide information that will be used to evaluate active claims and to detect and deter insurance fraud. Searches for any other purpose are strictly prohibited.
- 5) Contract SIU organizations and C/O offices and any other persons other than the Licensee's Authorized Users, the names which have been provided to and approved by ISO in writing, may not conduct searches on behalf of Licensee without prior ISO written approval.

Licensee will notify ISO immediately of any change in its personnel authorized to use this Product.

This Product and the information licensed hereunder are copyrighted by ISO and other third-party providers as specified in the Product. ISO shall not be responsible for any claim that may arise out of the third-party providers' information included in this Product.

Product Supplement Term: January 1, 2019 – December 31, 2019;

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

Fee: Transactional. Licensee shall be invoiced quarterly for each transaction recorded for the applicable search type during the preceding quarter. The invoice will be based on the prices in effect for each search type at the effective date of this Product Supplement and the commencement date of each renewal period thereafter.

☐ **F. DIGITAL MEDIA**

This service includes additional access to ISO ClaimSearch information to include digital media reported to ISO. The digital media may include but is not limited to: automobile physical damage photos, property damage photos and other Licensee authorized photos.

Reporting Obligations for Digital Media Access:

- 1) Licensee must be actively contributing digital media to ISO ClaimSearch in order to view digital media contributed by other ClaimSearch subscribers.
- 2) Licensee shall not upload digital media which display personal identifiable information (PII) or Personal Health Information (PHI).

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- 3) Licensee warrants that it will comply with the *ISO ClaimSearch Privacy and Security Policy Addendum for Digital Media* (including updates) provided to Licensee.

Fee: **<INSERT>** in addition to license fee for access to the other Databases. Fee includes performing imaging forensic checks including, but not limited to:

- 1) **Image Alteration Check** – scan image to see if the image has been altered or manipulated in any way.
- 2) **Image Internet Check** – scan image to see if the image is an Internet Stock photo.
- 3) **Duplicate Image Check** – scan image across all segments of the ISO ClaimSearch digital media database to see if the image has been contributed by another carrier in support of another claim.
- 4) **Image Metadata Validation Check** – scan metadata attached to image (date taken and Geo Location) for consistency with its corresponding ISO ClaimSearch claim.
- 5) **Image Blurring Check** – scan image to identify people and license plates inadvertently included and blur them.

Product Supplement Term: **<INSERT>**

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

☐ **G.**

PUBLIC RECORDS INFORMATION

This database service includes access to public record information from third-party providers. Public record information includes but is not limited to names, addresses, telephone numbers, driver information, bankruptcy information and civil judgments. For this database only, Licensee's reporting obligations are waived. Licensee warrants that it is licensed to access an ISO ClaimSearch database identified in A, B or C above. Licensee agrees that if its right to access the ISO Databases terminates that Licensee's right to access this public records information database shall also terminate.

- 1) Licensee hereby acknowledges that third-party providers are third-party beneficiaries to this Product Supplement. With respect to the information supplied by third-party providers that require separate contracts Licensee hereby warrants that it has executed the contracts and is in compliance with their terms and conditions. Licensee warrants and represents that in accessing and using the public record data it is acting solely as a claims, subrogation or special investigation department and function of (i) the property-casualty insurance industry or (ii) the property-casualty loss management department of a third-party administrator or self-insured entity.
- 2) Licensee accepts all information "AS IS." Licensee acknowledges and agrees that the data is obtained from third-party sources, which may or may not be completely thorough and accurate, and that Licensee shall not rely on the third-party data provider or ISO for the accuracy or completeness of information supplied.
- 3) Licensee warrants to the data providers and ISO that Licensee proceeds at its own risk in choosing to rely upon public records information in whole or in part. Licensee agrees that the data providers assume no responsibility for the accuracy of the information, errors that occur in the conversion of data or for Licensee's use of the information. Neither the third-party data providers, nor any third-party data provider to them (for purposes of indemnification, warranties and limitations on liability the third-party data providers and their data providers are hereby collectively referred to as third-party data providers), shall be liable to Licensee for any loss or injury arising out of or caused in whole or in part by third-party data providers' acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services. If, notwithstanding the foregoing, liability can be imposed on a provider, then Licensee agrees, that the aggregate liability for any and all losses or injuries arising out of any act or omission of a third-party data provider in connection with anything to be done or furnished under this agreement, regardless of the cause of the loss or injury shall never exceed \$100.00, and Licensee agrees that it will not seek punitive damages in any suit against a third-party data provider. The third-party data providers do not make and hereby disclaim any warranty, express or implied with respect to the services provided hereunder. The third-party data providers do not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of their services or the components thereof or information provided hereunder. In no event shall a third-party data provider be liable for any direct, incidental or consequential damages, however arising, incurred by Licensee's receipt or use of information delivered hereunder, or the unavailability thereof.
- 4) Licensee agrees that Licensee shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purpose any information that Licensee receives from the services, other than as permitted under this Supplement. Licensee acknowledges that the third-party data providers shall retain all right, title, and interest in and to the data and information provided by the services under applicable contractual, copyright, and related laws, and Licensee shall use such materials consistent with the third-party data providers' interests and notify them of any threatened or actual infringement of their rights.
- 5) Licensee warrants that it, its employees and Authorized Users of the Databases shall use its public records services consistent with the privacy obligations and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.) ("GLB") or any similar state or local statute, rules and regulations, the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) ("DPPA") and similar state and local statutes, rules and regulations, and such legislation and rules and regulations as may be enacted or adopted after the date of this Product Supplement, by any federal, state or local government body. In addition, Licensee shall not use any information received from the public records services for consumer credit purposes, consumer insurance underwriting, employment purposes, or for any other purpose covered by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or similar state or local statute, rule, or regulation. Licensee shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof.

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- 6) Licensee hereby agrees that upon reasonable notice and at a mutually agreeable time, ISO may periodically audit Licensee's books and records relevant to the use of this public records service in order to ensure compliance with the GLB and all other applicable laws. The third-party data providers shall also investigate all legitimate Information of abuse or misuse of their services. Violations discovered in any review will be subject to immediate action including, but not limited to, termination of Licensee's right to use the public records services, legal action, and/or referral to federal or state regulatory agencies.

Fee: **<INSERT>** In addition to license fees for access to the other databases checked or referenced herein, for this database service, Licensee shall be invoiced monthly for each transaction recorded during the preceding month, in addition to any applicable service charges. The invoice will be based on the prices in effect for each search and report type at the time of billing and as may be modified from time to time upon ninety (90) day notice to Licensee.

Product Supplement Term: **<INSERT>**;

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement

☐ H. POLICE INFORMATION

This service includes access to nationwide police Information including police, fire, coroners', and department of motor vehicles (DMV) Information from tens of thousands of agencies across the United States.

- 1) Licensee hereby requests the Product(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the parties. At Licensee's expense, Licensee shall provide all Licensee equipment and appropriate interfacing devices; for any lines, modems and terminals compatible with the connectivity arrangement(s) selected and to pay for all costs to connect to an ISO-provided connect point or designated node, if necessary.
- 2) ISO hereby grants consent to Licensee to deliver this Product to Licensee's employees and Authorized Users via local or wide area networks, intranets, extranets or the internet or similar electronic means pursuant to all other terms, conditions and limitations of the Master Agreement. Upon reasonable notice and at a mutually agreeable time, ISO may periodically audit Licensee's books and records relevant to the use of this Product to verify the number of Authorized Users that have access to the Product via any means. Neither Licensee, its employees, any other authorized user of the Product, nor anyone acting by or through Licensee shall sell, transfer, distribute, publish, disclose, display or otherwise make the Products available, in whole or in part, or any of the information therein, to any other person or entity, without the express written consent of ISO.
- 3) Licensee warrants that it, its employees and Authorized Users of the Information shall use the Information exclusively for purposes of insurance claims processing and investigation and fraud detection, prevention and investigation. Neither Licensee nor its employees or Authorized Users shall use the Information for purposes of insurance underwriting (including ratemaking, risk classification, actuarial calculations, and identification of prospective Licensees or reclassification of Licensees), policy cancellation or renewal, establishing or stabilizing claims payment levels, granting of credit or other similar purpose.

Fee: **<INSERT>** (plus applicable taxes)

Product Supplement Term: **<INSERT>**

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☐ I. DATA APPEND SERVICES

☐ Social Security Number Append Service (APPEND-DS)

This service will append to claims Information missing or omitted data, specifically; social security numbers consistent with the manner of claims delivery to ISO ClaimSearch.

- 1) Licensee hereby requests the Product(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the parties. At Licensee's expense, Licensee shall provide all Licensee equipment and appropriate interfacing devices; for any lines, modems and terminals compatible with the connectivity arrangement(s) selected and to pay for all costs to connect to an ISO-provided connect point or designated node, if necessary.
- 2) Licensee warrants that it is licensed to access an ISO ClaimSearch database. Licensee agrees that if its right to access the Databases terminates that Licensee's right to access this Append DS product shall also terminate.
- 3) Licensee accepts all information "AS IS." Licensee acknowledges and agrees that the data is obtained from third-party sources, which may or may not be completely thorough and accurate, and that Licensee shall not rely on the third-party data provider or ISO for the accuracy or completeness of information supplied.
- 4) Licensee warrants to the data providers and ISO that Licensee proceeds at its own risk in choosing to rely upon public records information in whole or in part. Licensee agrees that the data providers assume no responsibility for the accuracy of the information, errors that occur in the conversion of data or for Licensee's use of the information. Neither the third-party data providers, nor any third-party data provider to them (for purposes of indemnification, warranties and limitations on liability the third-party data providers and their data providers are hereby collectively

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referred to as third-party data providers), shall be liable to Licensee for any loss or injury arising out of or caused in whole or in part by third-party data providers' acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services. If, notwithstanding the foregoing, liability can be imposed on a provider, then Licensee agrees, that the aggregate liability for any and all losses or injuries arising out of any act or omission of a third-party data provider in connection with anything to be done or furnished under this agreement, regardless of the cause of the loss or injury shall never exceed \$100.00 and Licensee agrees that it will not seek punitive damages in any suit against a third-party data provider. The third-party data providers do not make and hereby disclaim any warranty, express or implied with respect to the services provided hereunder. The third-party data providers do not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of their services or the components thereof or information provided hereunder. In no event shall a third-party data provider be liable for any direct, incidental or consequential damages, however arising, incurred by Licensee's receipt or use of information delivered hereunder, or the unavailability thereof.

- 5) Licensee agrees that Licensee shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purpose any information that Licensee receives from the services, other than as permitted under this Supplement. Licensee acknowledges that the third-party data providers shall retain all right, title, and interest in and to the data and information provided by the Services under applicable contractual, copyright, and related laws, and Licensee shall use such materials consistent with the third-party data providers' interests and notify them of any threatened or actual infringement of their rights.
- 6) Licensee warrants that it, its employees and Authorized Users of the Databases shall use its public records services consistent with the privacy obligations and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.) ("GLB") or any similar state or local statute, rules and regulations, the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) ("DPPA") and similar state and local statutes, rules and regulations, and such legislation and rules and regulations as may be enacted or adopted after the date of this Product Supplement, by any federal, state or local government body. In addition, Licensee shall not use any information received from the public records services for consumer credit purposes, consumer insurance underwriting, employment purposes, or for any other purpose covered by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or similar state or local statute, rule, or regulation. Licensee shall abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof.
- 7) Licensee hereby agrees that upon reasonable notice and at a mutually agreeable time, ISO may periodically audit Licensee's books and records relevant to the use of this public records service in order to ensure compliance with the GLB and all other applicable laws. The third-party data providers shall also investigate all legitimate Information of abuse or misuse of their services. Violations discovered in any review will be subject to immediate action including, but not limited to, termination of Licensee's right to use the public records services, legal action, and/or referral to federal or state regulatory agencies.

Fee: See Attached Fee Schedule (plus applicable taxes)

Licensee shall be invoiced monthly for each transaction recorded for the applicable line of business during the preceding month. The invoice will be based on the prices in effect for each search type at the time of billing and as may be modified from time to time upon ninety (90) day notice to Licensee.

Product Supplement Term: <INSERT>

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

☐ J. MOTOR VEHICLE INFORMATION (MVRs)

Description:

This service will provide access to the driving records (MVRs) of individuals licensed to operate motor vehicles in the Jurisdictions of the United States.

Delivery:

Electronic submission. A password is required. Each sign-on and password may be used only by one authorized individual;

Scope of Use:

- 1) Licensee warrants that it, its employees and Authorized Users shall use the information exclusively for purposes of insurance claims processing and investigation and fraud detection, prevention and investigation. Neither Licensee nor its employees or Authorized Users shall use the information for purposes of insurance underwriting (including ratemaking, risk classification, actuarial calculations, and identification of prospective Licensees or reclassification of Licensees), policy cancellation or renewal, establishing or stabilizing claims payment levels, granting of credit or for employment purposes, tenant screening purposes or for any other purpose(s) governed by the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) and all amendments thereto

Additional Terms and Conditions Applicable to this Product:

- 2) Licensee hereby requests the Product(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the

Product Supplement – ISO ClaimSearch® For Non-Insurers (Universal Format Web Reporters)

parties. At Licensee's expense, Licensee shall provide all Licensee equipment and appropriate interfacing devices; for any lines, modems and terminals compatible with the connectivity arrangement(s) selected and to pay for all costs to connect to an ISO-provided connect point or designated node, if necessary.

- 3) Licensee hereby acknowledges that third-party providers are third-party beneficiaries to this Product Supplement. Licensee hereby warrants that it has executed the Insurance Claims Subscription Agreement with Insurance Information Exchange, a unit of ISO Claims Services, Inc. a wholly owned subsidiary of ISO ("iIX") and is in compliance with its terms and conditions.
- 4) Licensee agrees that Licensee shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purpose any information that Licensee receives from the information, other than as permitted under this Supplement. Licensee acknowledges that the third-party data providers shall retain all right, title, and interest in and to the data and information provided by the Services under applicable contractual, copyright, and related laws, and Licensee shall use such materials consistent with the third-party data providers' interests and notify them of any threatened or actual infringement of their rights.
- 5) Licensee shall not use or retain copies of the Product to build or to develop any electronically searchable information database in competition with ISO.
- 6) Licensee hereby agrees that upon reasonable notice and at a mutually agreeable time, ISO may periodically audit Licensee's books and records relevant to the use of the information in order to ensure compliance with the terms of this Product Supplement and all applicable laws. The third-party data providers may investigate all legitimate Information of abuse or misuse of their Services. Violations discovered in any review will be subject to immediate action including, but not limited to, termination of Licensee's right to access or use the information, legal action, and/or referral to federal or state regulatory agencies.

Fee: <INSERT>

Product Supplement Term: <INSERT>

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement. In addition to any the terms of the Master Agreement with respect to termination, this Product Supplement may be terminated if access to MVRs is terminated or the Insurance Claims Subscription Agreement is terminated.

☐ **K. OFAC COMPLIANCE VERIFIER SERVICES**

This service matches claim submissions by Licensee against data provided by various third parties which contains the names of specially designated persons or entities to which special monetary conditions and restrictions may apply.

Additional Terms and Conditions Applicable to this Product:

- 1) Licensee hereby requests the Product(s) described herein and represents that this request is made by its authorized representative. Licensee warrants that it is in compliance with all terms of the Master Agreement between the parties. At Licensee's expense, Licensee shall provide all Licensee equipment and appropriate interfacing devices for any lines, modems and terminals compatible with the connectivity arrangement(s) selected and to pay for all costs to connect to an ISO-provided connect point or designated node, if necessary.
- 2) Licensee hereby acknowledges that the data is provided by various third party providers and that these third-party providers are third-party beneficiaries to this Product Supplement
- 3) Licensee warrants to the data providers and ISO that Licensee proceeds at its own risk in choosing to rely upon the data provided by ISO in whole or in part. Licensee accepts all information "AS IS." Licensee acknowledges and agrees that the data is obtained from third-party sources, which may or may not be completely thorough and accurate, and that Licensee shall not rely on the third-party data provider or ISO for the accuracy or completeness of information supplied. Licensee agrees that the data providers assume no responsibility for the accuracy of the information, errors that occur in the conversion of data or for Licensee's use of the information. Neither the third-party data providers, nor any person providing data to said third-party data provider to (for purposes of indemnification, warranties and limitations on liability the third-party data providers and their data providers are hereby collectively referred to as "data providers"), nor ISO shall be liable to Licensee for any loss or injury arising out of or caused in whole or in part by any third-party data providers' acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services. If, notwithstanding the foregoing, liability can be imposed on a provider of data, then Licensee agrees that the aggregate liability for any and all losses or injuries arising out of any act or omission of a data provider or ISO in connection with any service or deliverable furnished under this Product Supplement, regardless of the cause of the loss or injury shall never exceed \$100.00, and Licensee agrees that it will not seek punitive damages in any suit against either a data provider or ISO. All data providers hereby disclaim any warranty, express or implied with respect to the services provided hereunder. Neither ISO nor the data providers guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of their services or the components thereof or information provided hereunder. In no event shall either ISO or a data provider be liable for any direct, incidental or consequential damages, however arising, incurred as a result of by Licensee's receipt or use of information delivered hereunder, or the unavailability thereof.
- 4) Licensee agrees that Licensee shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purpose any information that Licensee receives from the Services, other than as permitted under this Product Supplement

**Product Supplement – ISO ClaimSearch® For Non-Insurers
(Universal Format Web Reporters)**

Service: ☐ Standard ☐ Premium ☐ Historical Sweep ☐ Enterprise

Includes Affiliates? ☐ Yes ☐ No

Fee: **<INSERT>** (plus applicable taxes)

Product Supplement Term: **<INSERT>**

Term automatically renews for one-year periods unless terminated pursuant to the Master Agreement.

Except as provided herein or modified hereby, all terms, covenants and conditions of the Master Agreement remain unchanged. To the extent any provision in this Product Supplement conflicts with any similar provision in the Master Agreement, the terms set forth on this Product Supplement shall control. This ClaimSearch Product Supplement supersedes and replaces any prior executed ClaimSearch Product Supplement. This Product Supplement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

This Product Supplement is not valid against ISO unless and until executed by the appropriate ISO officer or authorized representative at the appropriate ISO home office.

In witness whereof, the parties hereto have caused this Product Supplement to be executed by their duly authorized representatives.

Licensee: **City Of Clearwater**

ISO: INSURANCE SERVICES OFFICE, INC.
On behalf of itself, its subsidiaries and affiliates.

Signature: _____

Signature: Carlos Martins

Print Name: _____

Print Name: Carlos Martins

Title: _____

Title: Vice President & General Manager

Date: _____

Date: 10/16/2018

☐ Revised

*****SEE ATTACHED SIGNATURE PAGE FOR THE CITY OF CLEARWATER SIGNATURES*****

**Product Supplement – ISO ClaimSearch® For Non-Insurers
(Universal Format Web Reporters)**

ISO ClaimSearch Product Supplement (Non-Insurer)

Countersigned:

CITY OF CLEARWATER, FLORIDA

By:

George N. Cretekos
Mayor

William B. Horne II
City Manager

Approved as to form:

Attest:

Dick Hull, Esq.
Assistant City Attorney

Rosemarie Call
City Clerk

FINAL / APPROVED

DATA • ANALYTICS
DECISION SUPPORT •