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SIGNATURE CONFIRMATION NUMBER: 2304 1070 0000 8466 1275

(Please Print Clearly)
 Thomas Gunn, Esq
 59 Court Street
 Augusta, ME 04332

Waiver of Signature YES NO

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

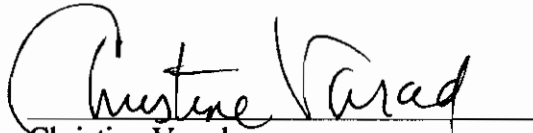
NOTICE OF DEPOSITION

TO: *Thomas J. Quinn, Esq., Chairperson, State of Maine, Board of Bar Examiners
59 Court Street, Augusta, Maine 04332*

PLEASE TAKE NOTICE that pursuant to Fed. R. Civ. P. 45 & 31, Plaintiff
Christine Varad, will take the deposition of the State of Maine Board of Bar Examiners.
upon written questions addressed to Thomas J. Quinn, Esq., Chairperson, Maine Board of
Bar Examiners, 59 Court Street, Augusta, Maine 04332. The deposition will take place on
June 25, 2007, at the offices of the Maine Board of Bar Examiners, 59 Court Street,
Augusta, Maine 04332, at 9: 00 A.M., and continue until all written questions have been
addressed with a response. A copy of the written questions to be posed is attached.

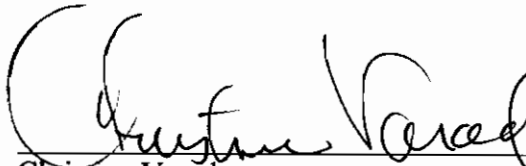
A subpoena is being issued to compel the attendance of the deponent and to
request that the documents on Schedule A, attached to the Subpoena, be brought to the
deposition. The responses of the deponent to each and every written question are to be
taken while under oath and followed with the deponent's signature. All subsequent
examination of the deponent is to be conducted in accordance with Fed. R. Civ. P. 31(b).

June 4, 2007


Christine Varad
P.O. Box 583
Milton, MA 02186
781 583 7117

I certify that on this 4th day of June 2007, I caused a copy of *NOTICE OF DEPOSITION, Maine Board of Bar Examiners* to be served on the attorney of record for defendant Reed Elsevier, Incorporated, d.b.a. LexisNexis, LexisNexis Risk & Information Analytics Group, Inc., at the following address of record:

Kristin Cataldo
Donnelly, Conroy and Gelhaar, LLP
One Beacon Street, 33rd Floor
Boston, Massachusetts 02108
617 720 2880


Christine Varad

SCHEDULE A
DOCUMENTS TO BE PRODUCED

1. Any and all contracts between the State of Maine and Reed Elsevier Incorporated, d.b.a. *LexisNexis, LexisNexis Risk & Information Analytics Group, Inc.*;
2. Any and all contracts between the State of Maine and Reed Elsevier Incorporated, d.b.a. *LexisNexis, LexisNexis Risk & Information Analytics Group, Inc.*; d.b.a. Siesint, Inc., d.b.a. "Accurint";
3. Any and all contracts between the State of Maine and Reed Elsevier Incorporated, d.b.a. *LexisNexis, LexisNexis Risk & Information Analytics Group, Inc.* and/or any other subsidiary of Reed Elsevier Incorporated,;
4. Any and all documents, communications and/or reports concerning Maine Bar admission applicant Christine M. Varad obtained by the Board from any source and/or for any reason, including but not limited to reports made by the National Conference of Bar Examiners;
5. Any and all documents and communications concerning the grading, scoring, measurement processes and/or evaluating processes of Bar examination applications, including but not limited to, documents relating to the scoring or evaluating processes of applicant character, character for truthfulness, fitness for admission to the Bar and completeness and truthfulness of submitted application data and/or information, including but not limited to, the scoring and evaluation standards and processes of evaluation of Maine Bar Essay examination testing responses;
6. Any and all documents and communications concerning Christine Varad and the grading, scoring, measurement processes and/or evaluating processes of her Bar examination applications, including but not limited to, documents relating to the scoring or evaluating processes of Varad's character, character for truthfulness, fitness for admission to the Bar and completeness and truthfulness of submitted her application information, including but not limited to, the scoring and evaluation standards and processes of evaluation of her Maine Bar Essay examination testing responses;
7. Any and all documents and communications concerning applicant Christine M. Varad, disability accommodations and the grading, scoring, measurement processes and/or evaluating processes of her accommodated and non-accommodated Bar examinations; including but not limited to, the identity of the person(s) that evaluated Varad's Bar examinations.
8. Any and all documents and communications concerning the fees and related expenses concerning applicant participation in the State of Maine Bar Examination program.
9. Any and all documents communications concerning the fees and related expenses concerning Christine M. Varad's participation in the State of Maine Bar Examination program.
10. Any and all documents and communication concerning Christine Varad and Accurint.
11. Any and all documents and communications concerning Reed Elsevier Incorporated, d.b.a. *LexisNexis, LexisNexis Risk & Information Analytics Group, Inc.*; and the Maine Board of Bar Examiners..

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

Civil Docket No.: 06 CA 11370 MLW

Christine Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.,
Defendant.

WRITTEN DEPOSITION QUESTIONS
ADDRESSED TO THE MAINE BOARD OF BAR EXAMINERS

Plaintiff Christine Varad serves these WRITTEN DEPOSITION QUESTIONS on Thomas J. Quinn, Esq., Chairperson, State of Maine, Board of Bar Examiners, 59 Court Street, Augusta, Maine, 04330, as authorized by Federal Rule of Civil Procedure 31. The interrogatories must be responded to in writing, separately and fully, while under oath, and must be followed by the signature of the deponent, taking notice that a practicing attorney is an officer of the court.

Provide for each and every written deposition question copies of any and all documents responsive to attached, "Schedule A, Documents to be Produced", that tend to support, define, detail, explain and/or that are generally relevant pursuant to Fed. R. Civ. P. 26(b)(1) in any way to your written deposition question responses, failure to respond and/or your objection to making a response, including but not limited to, any and all documents that tend to refute, negate and/or nullify your written deposition question responses.

DEFINITIONS

The following terms have the following meanings, unless the context requires otherwise:

1. **Parties** The term "plaintiff" or "defendant", as well as a parties full or abbreviated name or a pronoun referring to a party, means the party and, where applicable, his agents, representatives, officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
2. **Person** The term "person" is defined as any natural person, any business, a legal or governmental entity, or an association.
3. **Document** The term "document" is defined to be synonymous in meaning and equate in scope to the usage of this term in the Federal Rules of Civil Procedure 34(a) and includes computer records held in any format. A draft or non-identical copy is a separate document within the meaning of this term. The term "document" also includes "any tangible things" as that term is used in Rule 34(a).
4. **Communications** The term "communications" means the transmittal of information in the form of facts, ideas, inquires, or otherwise.

5. Identify (person) When referring to a person, “identify” means to give, to the extent known, the person’s full name, present or last known address, telephone number, and, when referring to a natural person, the present or last known place of employment. Once a person has been identified in compliance with this paragraph, only the name of that person need be listed in response to later discovery requesting identification of that person.
6. Identify(document) When referring to documents, “identify” means to give, to the extent known, the following information: (a) the type of document; (b) the general subject matter of the document; (c) the date of the document; (d) the authors, addressees, and recipients of the document; (e) the location of the document; (f) the identity of the person who has custody of the document; and (g) whether the document has been destroyed, and if so, (i) the date of its destruction, (ii) the reason for its destruction, and (iii) the identity of the person who destroyed it.
7. Relating The term “relating” means concerning, referring, describing, evidencing, or constituting, directly or indirectly.
8. All/Each The terms “all” and “each” should be construed as “and” and “and/or.”
9. Any The term “any” should be understood in either its most or its least inclusive sense as necessary to bring within scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
10. And/Or The term “and” and “or” should be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
11. Number The use of the singular form of any word includes the plural and vice versa.

DEPOSITION WRITTEN QUESTIONS

1. Verify whether or not the document contained in Exhibit A accurately describes the Maine Board of Bar Examiners account as maintained by “Accurint”, designated as Account No.: 1265191, with designated Accurint account manager: Ed DiMenna., and that such account was to be a “roll over” account or an account that would become a permanent account after completion of the “free trial” period.
2. Verify whether or not the document contained in Exhibit A correctly states the Board’s full and complete intended “use” of the Accurint database product on Page 1, section IV, of that document, as to “verify applicant’s for bar examination.” If the document contained in Exhibit A does not properly and completely state the Board’s intended “use” of the data and personal information provided by access to Accurint databases and systems, state the accurate intended “use” of such data by the Board.
3. Verify whether or not the document contained in Exhibit B accurately depicts the application for an account with Accurint, submitted by Cheryl Cutliffe, Executive Director, for the provision of services to the Maine Board of Bar Examiners.
4. Verify whether or not, Page 3 of Exhibit B, is an accurate copy of the agreement made by Cheryl Cutliffe, on behalf of the State of Maine Board of Bar Examiners with Accurint for an account providing access to Accurint databases as sought by Cutliffe’s signed application. Further verify that the Board understood and expected that upon expiration of the free trial period the account was to be converted into a permanent, active Accurint Account for billing purposes.

5. Verify whether or not Exhibit C is an accurate copy of the letter written by Cheryl Cutliffe, to Accurint Account Manager, Edward DiMenna concerning her completed and signed "Application and Agreement for Governmental Agencies" in order to obtain an account for the access to the data and services provided by Accurint.
6. Verify whether or not Exhibit D accurately depicts the contractual agreement to purchase services between the State of Maine, Judiciary Branch and Reed Elsevier, Inc. d.b.a., LexisNexis in effect from March 1, 2006 to February 29, 2008. Further verify whether or not the Maine Board of Bar Examiners is a sub-department of the Court, or the Judicial Branch of the State of Maine.
7. Verify whether or not applicant Christine Varad contacted the Board at any time or by any means, concerning the fact that Accurint databases contained incorrect, false or improperly damaging personal information concerning her background. Detail and describe each and every action that was take by the Board to respond to Varad, the dates of all such actions, and each and every action in fact taken by the Board to verify any or all of the information it received concerning Varad from Accurint databases.
8. Detail, describe and identify each and every step and/or process that is routinely taken by the Maine Board of Bar Examiners to "verify" information submitted by Bar examination applicants. Describe how information concerning each and every application for admission to the Maine Bar is verified and the processes that are routinely employed.
9. Detail, describe and identify each and every step and/or process routinely taken by the Maine Board of Bar Examiners to "verify" the information submitted by Christine Varad on her Maine Bar examination applications. Detail, describe and identify each and every database, information source and/or report accessed by the Maine Board of Bar Examiners concerning Christine Varad's application, including but not limited to any and all information provided by the databases of the National Conference of Bar Examiners.
10. Identify each and every person with knowledge concerning the Boards routine practices and policies concerning verification of Maine Bar admission application information.
11. Describe and detail each and every policy maintained and/or employed by the Maine Board of Bar Examiners concerning Bar admission applications that are found to contain incomplete, false or intentionally misleading data and/or information.
12. Describe and detail each and every policy and action that is routinely taken by the Maine Board of Bar Examiners concerning Bar applicants that have been found to have submitted personal data or information that is determined to be inconsistent with information obtained on that applicant through "use" of the Accurint database systems and/or by "use" of any and all other databases or sources of information.
13. Describe and detail each and every testing accommodation requested by Varad and each and every testing accommodation that was allowed by the Board.

to the use of the designated accommodation, whether the accommodation functioned to properly accommodate Varad's testing disability and whether the Board was notified by Varad during and after Bar examination testing that the accommodation provided had failed to properly accommodate the disability during testing.

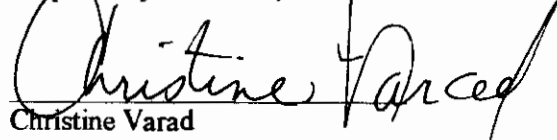
14. Describe and detail the grading, scoring, measurement processes and/or evaluation methods employed by the Board to score Christine Varad's accommodated and non-accommodated Bar examinations; including but not limited to, identifying the person(s) that evaluated Varad's Bar examinations, the person that produced recorded versions of her testing responses by (1) audio recording, (2) stenographic record, (3) anonymously submitted computer format testing response.
15. Describe and detail the processes and methods employed by the Board to verify the accuracy and completeness of Varad's accommodated and non-accommodated Bar examination test responses employing (1) audio recording of test responses, (2) stenographic record of test responses, (3) Board generated, re-formatted, anonymous computer testing responses after Varad had completed an exclusively oral testing format.
16. Describe and detail whether Varad was allowed an opportunity to review or correct the final, Board generated, re-formatted, anonymous computerized testing responses prior to submission for grading purposes, and whether Varad notified the Board, post grading, that the Board final computer formatted, anonymous testing response submission did not accurately or completely document her testing responses.
17. Describe and detail the Board's reasons for denying Varad an opportunity to review, edit and/or correct the final, Board generated, re-formatted, anonymous computerized testing responses prior to submission for grading and scoring purposes, and the actions the Board took to verify the accuracy and completeness of the Board generated, computer formatted, anonymous testing responses prior submission for grading and scoring purposes.
18. Describe and detail the Board's reasons for allowing unidentified third parties, employed by the Board, to alter, re-format and/or change Varad's oral testing responses and to re-format those oral responses to an anonymous computerized testing format for grading and scoring purposes without allowing Varad to verify the accuracy and completeness of the final and re-formatted testing responses prior submission for grading and scoring purposes and detail and describe the Board's reasons for determining that this process of grading is fair and the result of a properly administered disability accommodation;
19. Describe and detail the Board's reasons for allowing unidentified third parties to tamper with Varad's oral testing responses by re-formatting her oral responses to an anonymous, computerized format for grading and scoring purposes to thereby cause an inaccurate evaluation of Varad's abilities for admission to the practice law in the State of Maine;
20. Describe and detail the Board's reasons for refusing to allow Varad to remove her name for anonymity purposes from her original oral formatted test prior to submission for grading and scoring for evaluation as a disabled examinee who was

tested with the use of a disability accommodation specified and required by the Board.

21. Describe and detail the Board's reasons for making available or refusing to make available to Varad copies of her accommodated and/or non-accommodated Bar examination test responses preserved for evaluation and scoring purposes employing (1) audio recording of test responses, (2) stenographic record of test responses, (3) Board generated, re-formatted, anonymous computer testing responses post completion of an exclusively oral test response format.
22. Describe and detail any and all changes the Board intends to allow in future testing concerning Varad, her testing disability and the provision of an appropriate disability accommodation in Bar examination and professional licensing testing program that will function fairly to preserve anonymity in grading and also the completeness and accuracy of Varad's testing responses, including but not limited to, addressing the possibility of Varad providing her own audio recording equipment to record the oral test responses, and/or designating the court reporter that she trusts to accurately and completely transcribe and/or re-format her oral testing responses;
23. Describe and detail the grading, scoring, measurement processes and/or evaluating processes of (1) Bar examination applications and (2) Essay examination responses, including but not limited to, the scoring or evaluating processes of an applicant's character, character for truthfulness, fitness for admission to the Bar and the completeness and truthfulness of an applicant's application data and/or personal information, including but not limited to, a description of the effects of the scoring methods and processes on the final score and evaluation of Maine Bar Essay examination;
24. Describe and detail the grading, scoring, measurement processes and/or evaluating processes of Christine Varad's (1) Bar examination applications and (2) Essay examination responses, including but not limited to, the scoring or evaluating processes of her character, character for truthfulness, fitness for admission to the Bar and the completeness and truthfulness of her application data and/or personal information, including but not limited to, a description of the effects of the scoring methods and processes on the final score and evaluation of her Maine Bar Essay examination;

June 4, 2007

Respectfully submitted,



Christine Varad
P.O. Box 583
Milton, Massachusetts 02186
781 583 7117

I certify that on this 4th day of June 2007, I caused a copy of *WRITTEN DEPOSITION INTERROGATORIES ADDRESSED TO THE MAINE BOARD OF BAR EXAMINERS*, to be served on the attorney of record for defendant Reed Elsevier, Incorporated at the following address of record:

Kristin Cataldo
Donnelly, Conroy and Gelhaar, LLP
One Beacon Street, 33rd Floor
Boston, Massachusetts 02108
617 720 2880


Christine Varad

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

EXHIBIT A

ACCURINT VERIFICATION CHECKLIST

Account Number: 1265191
 Customer Name: Major Board of Bar Examiners
 Account Manager: Ed Dimenna

I. Complete Accurint Application and Agreement

Industry Class Selected? Acceptable Use Selected?
 Nature of Application (free trial or rollover)? Customer Signature?

II. Supporting Documentation

Did the customer provide supporting documentation?
 Describe: bus. card, letter head & sign
 Does documentation match the information on the customer's application?

III. Additional Documentation

Did you locate additional documentation on the customer?
 Describe: their website, accurint
 Does documentation match the information on the customer's application?
 Additional documentation needed: _____
 Notes: _____

IV. Final Verification

Method of Contact: Phone or E-Mail (Circle One) Spoke with Cheryl Cutler
 Confirmed billing address? Confirmed industry class? Confirmed Email address?
 Why the customer is using Accurint? verify applicant's for bar examine
 Is described usage consistent with application?

V. Security Settings (Circle One)

GLB Mask None GLB Mask 4 Non GLB / DPPA Non GLB / Non DPPA
 Verification Specialist [Signature] Date 6/19/07
 Print: _____

APPROVED / DECLINED BY:
[Signature]
 Verification Manager
 Print: _____

6/29/07
 Date

APPLICATION REQUIREMENTS

MAIN CONTACT LOGIN INFO:

USER ID: CLVILIFFE

PASSWORD: MAINE

Account # 1265191

Company Name Maine Board of Bar Examiners

Account Manager Ed Dimery Verification Specialist J.L

The following information was not completed on the application:

<input type="checkbox"/>	Company Name/Physical Address
<input type="checkbox"/>	Contact Information
<input type="checkbox"/>	Billing Contact (If no credit card information)
<input type="checkbox"/>	Company Principals
<input type="checkbox"/>	Banking Information
<input type="checkbox"/>	Credit References
<input type="checkbox"/>	Industry Class
<input type="checkbox"/>	GLB Use
<input type="checkbox"/>	DPPA Use
<input type="checkbox"/>	Nature of Application
<input type="checkbox"/>	Signature

DOCUMENTS REQUIRED

<input type="checkbox"/>	Application missing documentation
<input type="checkbox"/>	Rollover letter
<input type="checkbox"/>	Documentation expired
<input type="checkbox"/>	License name does not match company name
<input type="checkbox"/>	License address does not match company address
<input type="checkbox"/>	Documentation not legible
<input type="checkbox"/>	Documentation not acceptable
<input type="checkbox"/>	Acceptable documentation
<input type="checkbox"/>	Other
<input type="checkbox"/>	NOTE TO VERIFICATION:

<input type="checkbox"/>	APPLICATION ON HOLD - 90 DAY RULE APPLIES
<input checked="" type="checkbox"/>	APPLICATION COMPLETE
<input type="checkbox"/>	FREE APPLICATION

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

EXHIBIT B

04/19/2004 12:28 FAX 2076220059

MAINE BOARD BAR

04

Accurint

APPLICATION AND AGREEMENT FOR GOVERNMENT AGENCIES

To Submit Your Application:

1. Print, fill out, and sign Application or complete the Application form online and print it.
2. Include copies of documentation verifying agency identity. Examples of acceptable documentation include:
 - Tax exemption certificate
 - Agency letterhead and business card
3. Initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to Salsint, Inc. at 661-893-8098.

AGENCY INFORMATION

Name Maine Board of Bar Examiners
 Division N/A
 Physical Address 59 Court Street
 City Augusta State ME Zip 04330
 Telephone (207) 623-2464 Agency Web Address www.mainebarexaminers.org

CONTACT INFORMATION

Last Name Cutcliffe First Name Cheryl J. Title Executive Director
 Telephone (207) 623-2464 Extension N/A Fax (207) 622-0059
 Email Address execdir@mainebarexaminers.org

CREDIT CARD APPLICATION (If you choose to be billed on a credit card, fill out this portion)

We accept MasterCard, Visa, and American Express. For security and authentication purposes, we require the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Card Number _____ Expiration (MM/YY) _____
 Credit Card Statement Address N/A
 City _____ State _____ Zip _____
 Card Type: MasterCard Visa American Express

By choosing to have a credit card billed directly by Salsint, I hereby authorize Salsint to bill this credit card for the charges incurred for use of Salsint's Accurint service. Additionally, I hereby agree that if the credit card company refuses to pay Salsint for such charges incurred for use of the Accurint Service, the applicant shall be responsible for the payment of such charges.

DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion)

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the agency named in this Application. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to Salsint to verify the credit data relating to the credit information provided herein.

BILLING CONTACT

Last Name Cutcliffe First Name Cheryl J. Title Executive Director
 Telephone (207) 623-2464 Extension N/A Fax (207) 622-0059
 Email Address execdir@mainebarexaminers.org
 Billing Address P.O. Box 140
 City Augusta State ME Zip 04332-0140

Page 1 of 3
 Revised March 4, 2004

CP (Initial)

04/19/2004 12:26 FAX 2076220059

MAINE BOARD BAR

05

GLB ACCEPTABLE USES (CHECK ALL THAT APPLY—AT LEAST ONE MUST BE CHECKED)

The information that the Account Service provides to the Agency may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLB). In accordance with GLB, such information may only be used for the following purposes:

- Completion of a transaction authorized by the consumer including but not limited to the collection of delinquent accounts.
- Application Verification including but not limited to (a) employment application information verification (however, Account data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (16 U.S.C. § 1681 et seq.)), Agency represents and warrants that Account data will not be used for purposes governed by the Fair Credit Reporting Act.
- Law firm and attorney functions
- Insurance purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects
- Fraud detection and prevention
- Required institutional risk control/dispute resolution for resolving Agency disputes or inquiries
- I have no GLB permitted use.

DPPA ACCEPTABLE USES (CHECK ALL THAT APPLY -- AT LEAST ONE MUST BE CHECKED)

The Account database also contains driver's license and motor vehicle registration information governed by the Driver's Privacy Protection Act (DPPA). In accordance with DPPA, such information may only be used for the following purposes:

- Use by a court or other government agency or entity, acting directly on behalf of a government agency. 18 U.S.C. § 2721(b)(1).
- Use for any matter regarding motor vehicle or driver safety or theft; to inform an owner of a towed or impounded vehicle. 18 U.S.C. § 2721(b)(2).
- Use in the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, the individual. 18 U.S.C. § 2721(b)(3).
- Use in connection with a civil, criminal, administrative, or arbitral proceeding. 18 U.S.C. § 2721(b)(4).
- Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1985. 18 U.S.C. § 2721(b)(5).
- Use by an insurer or insurance support organization, in connection with claims investigation activities, anti-fraud activities, rating or underwriting. 18 U.S.C. § 2721(b)(6).
- Use by a licensed private investigative agency, or licensed security service, for a purpose permitted in items 1 through 6 above. 18 U.S.C. § 2721(b)(7).
- I have no DPPA permitted use.

TERMS AND CONDITIONS OF USE

1. **Scope of Services:** Seisint provides nationwide public record information, document retrieval and related services (the "Account Services") using Seisint's proprietary and licensed databases and information. Seisint hereby grants to the Agency a restricted license to use the Account Services in accordance with the acceptable use(s) identified by the Agency in the Account Application and Agreement. The Account Application and Agreement has identified industry-specific appropriate uses for which the Account Services are to be used, and the Agency agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the Account Services. The Agency shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (16 U.S.C. § 6801 et seq.), the Federal Driver Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar state or local statute, rule, or regulation. The Agency shall not use the Account Services for purposes governed by the federal Fair Credit Reporting Act (16 U.S.C. § 1681 et seq.) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the federal Fair Credit Reporting Act. The Agency shall also abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof that regulate its use of the Account Services.

2. **Performance:** Seisint will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the Account Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that Seisint obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on Seisint for the accuracy or completeness of the information provided by the Account Services.

3. **Charges:** For each response to a request for information the Agency agrees to pay to Seisint for use of the Account Services the applicable charge published for the information requested. The Agency shall pay to Seisint fees in accordance with the prices as updated from time to time through on-line announcements and Agency bulletins, as hereafter reflected in the Account Services published price schedules.

4. **Intellectual Property:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the Account Services, other than as permitted by this Agreement. The Agency acknowledges that Seisint (and/or Seisint's third party data providers) shall retain all right, title and interest in and to the data and information provided by the Account Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with Seisint's interests and notify Seisint of any threatened or actual infringement of Seisint's rights.

5. **Use Limitations:** The Agency agrees that it will use the Account Services only in the performance of, or in the furtherance of, law enforcement activities, including without limitation, criminal investigations, witness location, and other purposes reasonably related to provision of law enforcement by the Agency.

Page 2 of 3
Revised March 4, 2004
CJC [Initial]

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6. Payment of Fees: The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay Seisint for all charges incurred for the use of the Account Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. As the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 30 days of the date of an invoice for the Account Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum from the date due on any charges not paid by the payment due date. All notifications shall be sent to Seisint, Inc., 6601 Park of Commerce Boulevard, Boca Raton, Florida, 33487. Seisint reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the due date.

7. Terms: This Agreement shall remain in full force and effect during such periods of time during which Seisint is providing services to the Agency. The Agency agrees that if it is found to be in violation of any specifications of this Agreement, Seisint has the right to terminate the Agency's access to the Account Services.

8. Assignment: The license granted to the Agency to use the Account Services may not be assigned by the Agency, in whole or in part, without the prior written consent of Seisint.

9. Disclaimer of Warranties: SEISINT DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE ACCOUNT SERVICES AND INFORMATION PROVIDED THEREBY. SEISINT DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ACCOUNT SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

10. Survival of Agreement: Provisions hereof related to (a) the use of the Account Services information and data by the Agency, (b) the payment for the Account Services, and (c) the disclaimer of warranties by Seisint, shall survive any termination of the license to use the Account Services.

11. Audit: The Agency understands and agrees that in order to ensure compliance with applicable law, Seisint will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality of original investigations as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by Seisint will be subject to immediate action including, but not limited to, termination of the license to use Account Services, legal action, and/or referral to federal or state regulatory agencies.

12. Attorney Fees: The prevailing party in any action brought pursuant to the terms and conditions of this Agreement shall be entitled to receive from the other party such reasonable fees and costs expended by such party in the action, including appellate fees and costs (if any).

13. Entire Agreement: This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by Seisint unless Seisint agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Account Application and Agreement for Government Agencies on behalf of the agency listed above and that the statements I have provided in this Application are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Application.

NATURE OF APPLICATION AND AGREEMENT (YOU MUST CHECK ONE)

- Free Trial Application Only (If you check this box, additional information or documentation will be required prior to becoming an active Account customer.)
- Free Trial and Billing Application (If you check this box, upon the expiration of your Free Trial, your account will be converted into an active Account account for billing purposes without supplying additional documentation, provided all needed documentation has been approved.)

APPLICANT

Signature *Cheryl J. Cutcliffe*
 Print Name Cheryl J. Cutcliffe
 Title Executive Director
 Dated 4/19/04 (mm/dd/yyyy)

Page 3 of 3
Revised March 4, 2004
CJC/mk117

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,
v.

Reed Elsevier Incorporated,
d.b.a. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

EXHIBIT C

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CATHERINE H. CONNORS, ESQ
CHAIR
PAMELA B. GALVIN
SECRETARY
BARBARA L. GOODWIN, ESQ.
TREASURER
C. DONALD BRIGGS, 10, ESQ.
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LAURIE A. GIBSON, ESQ.
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State of Maine
Board of Bar Examiners

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E-MAIL
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WEB ADDRESS
www.maine-bar-examiners.org

CHERYL J. CUTLIFFE
EXECUTIVE DIRECTOR

April 19, 2004

VIA TELEFAX

Edward DiMenna, Account Manager
Accurint

RE: Free Trial Activation

Dear Ed:

Following up on our demo meeting last Thursday, enclosed herewith please find the completed and signed Application and Agreement for Government Agencies. I am assuming that this letter will serve the letterhead requirement, and I have enclosed a copy of my business card.

As we discussed, please activate our account for a free trial for the remainder of the week with unlimited clicks. In speaking with several of the Board members so far, the interest is high and I anticipate they will want to try it using the Free Trial during their meeting on Thursday of this week.

Should you need any additional information, please let me know. Please contact me as soon as possible to finalize the free trial activation. Thank you.

Very truly yours,

Cheryl J. Cutliffe
Executive Director

/cjc
Enclosures

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

EXHIBIT D

Renewal
Page 1 of

COPY

40A 306015
Agreement No:

40A-~~204470~~

STATE OF MAINE
JUDICIAL BRANCH
Agreement to Purchase Services

THIS AGREEMENT, made this 28 day of February, 2006, is by and between the State of Maine, Administrative Office of the Courts, hereinafter called "Department," and LexisNexis, a division of Reed Elsevier Inc. located at 9443 Springboro Pike, Miamisburg, OH 45342, telephone number 937-865 6800 hereinafter called "Provider", for the period of March 1, 2006 to February 29, 2008 (including an option to extend for one additional two year period).

The Employer Identification Number of the Provider is 52-1471842 B.

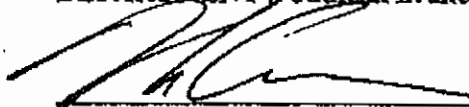
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 3 original copies.

DEPARTMENT : Judicial Branch

By:

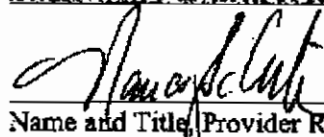


Deborah Carson, Financial Operations Officer

and

LexisNexis, a division of Reed Elsevier Inc.

By:



Name and Title, Provider Representative *

* Subject to Rider C, attached hereto

Total Agreement Amount: \$28,980 per year

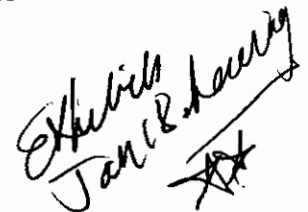
Approved:  MAR 15 2006


State Controller
BP54 (Rev 6/04)

Chair, State Purchases Review Committee

ENC \$28,980 FY06

ENCUMBERED
MAR 16 2006
STATE CONTROLLER



LEXISNEXIS LEGAL DEPT
REVIEWED BY: 
DATE: 2/27/06