

CDYNE Death Index Web Service Customer Agreement for Use

This Agreement is entered into between CDYNE Services, LLC (CDYNE) and [Enter Customer's Name], hereinafter referred to as "Customer."

1. **Scope:** For purposes of this Agreement, Customer must execute and submit the Customer Certification Form in Attachment A in order to become a Certified Person. Customer agrees to pay to CDYNE fees, as set forth in Attachment B, in consideration for which CDYNE agrees to provide Customer with the Death Index Web Service for Customer's use in accordance with the terms of this Agreement. CDYNE does not grant the Customer the right to resell the Death Index Web Service.
2. **Authority:** CDYNE is authorized to enter into this Agreement and to perform the services detailed in this Agreement, including providing the Death Index Web Service to Customer, pursuant to 15 U.S.C. § 3704b and 15 U.S.C. §§ 1151-1157. In addition, CDYNE is authorized to establish a certification program under which persons may obtain immediate access to the Death Index Web Service, pursuant to § 203 of the Bipartisan Budget Act of 2013.
3. **Requirements for Customers:**
 - (a)** Customer must at all times during this Agreement be a Certified Person as defined in 15 CFR 1110.2.
 - (b)** Customer agrees that beginning on the effective date of this Agreement, all provisions of this Agreement apply to any and all Death Index Web Service previously obtained by Customer from CDYNE and all Death Index Web Service obtained by Customer from CDYNE prospectively under this Agreement.
 - (c)** Should any of the information to which it certified on the Customer Certification Form change during the term of this Agreement, Customer agrees to notify CDYNE of the change and whether Customer believes the change results in loss of Customer's status as a Certified Person, in writing, immediately, but in no event later than 24 hours after Customer becomes aware of the change.
 - (d)** Should Customer cease to be a Certified Person during the term of this Agreement, Customer agrees to destroy all Death Index Web Service data, including Death Index Web Service data obtained from CDYNE prior to entering into this Agreement, and will certify to CDYNE in writing that is has destroyed all such Death Index Web Service data.
 - (e)** Customer agrees to be subject to audit by CDYNE to determine Customer's compliance with the requirements of this Agreement. Customer agrees that CDYNE may conduct periodic and unscheduled audits of the systems, facilities, and procedures of Customer relating to Customer's safeguards for, access to, and use of, Death Index Web Service, during regular business hours. Customer understands and agrees that failure to cooperate with any CDYNE audit may result in immediate termination of this Agreement.

- (f)** Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides Death Index Web Service and to make that list available to CDYNE as part of any audits conducted under paragraph (e) above.
4. Authorized Purposes: The rights granted to Customer under this Agreement are solely for Authorized Purposes. Authorized Purposes are:
- (a) Internal Use:** Customer may allow employees of the Customer organization to search, retrieve, display, download and process data from the Death Index Web Service through Customer's or Customer's contractors' or partners' computer system for the Customer organization's own internal needs;
5. Prohibited Purposes: Except as provided in paragraph 4. above, Customer may not:
- (a)** sublicense, transfer, assign, or otherwise convey any rights under this Agreement without CDYNE's prior approval;
- (b)** make the Death Index Web Service visible, searchable, harvestable, or in any way discoverable on the World Wide Web;
- (c)** make duplicates, distribute, sell, commercially exploit, create derivative works from, or otherwise make available the Death Index Web Service or information contained therein, in any form or medium, to any third party;
- (d)** assert or authorize anyone to assert any proprietary rights to the Death Index Web Service in whole or in part or to represent the Death Index Web Service ;
- (e)** alter the specific data elements contained in Death Index Web Service or compromise its integrity, or authorize anyone else to do so, but Customer may reformat the Death Index Web Service data; or
- (f)** make the Death Index Web Service in any form available to Customer's employees, contractors, or subcontractors who do not meet the requirements to be a Certified Person as set forth in 15 CFR 1110.102.
6. Security: In order to safeguard the Death Index Web Service provided to Customer under this Agreement, Customer agrees that:
- (a)** Customer will at all times have security provisions in place to protect the Death Index Web Service from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer represents that it currently has, and will maintain for the term of this Agreement, systems, facilities, and procedures in place to safeguard all Death Index Web Service, and experience in maintaining the confidentiality, security, and appropriate use of Death Index Web Service, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, agrees to satisfy the requirements of such

section 6103(p)(4) as if such section applied to Customer, and agrees to audits as set forth in this Agreement.

(b) Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Death Index Web Service from Customer may result in immediate termination of this Agreement. In addition, any successful attempt by any person to gain unauthorized access may under appropriate circumstances result in an account shutdown. Any access or attempted access is a breach or attempted breach of security and must immediately be reported to CDYNE at info@cdyne.com.

7. Payment: Customer agrees to pay applicable fees in advance. A fee schedule is attached as Attachment B to this Agreement. CDYNE reserves the right to change any fees set forth in Attachment B, to establish new fees or to waive fees during the term of this Agreement by giving Customer 90 days advance notice.

8. Penalties: Customer acknowledges that failure to comply with the provisions of paragraph (3) of the Customer Certification Form may subject the Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

9. Liability: CDYNE

(a) makes no warranty, express or implied, with respect to information provided under this agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use;

(b) assumes no liability for any direct, indirect or consequential damages flowing from any use of any part of the Death Index Web Service, including infringement of third party intellectual property rights; and

(c) assumes no liability for any errors or omissions in Death Index Web Service. Death Index Web Service does have inaccuracies and CDYNE and the Social Security Administration (SSA), which provides the data to CDYNE, do not guarantee the accuracy of the Death Index Web Service. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the Death Index Web Service is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Death Index Web Service. (See Attachment C.)

10. Indemnification and Hold Harmless: Customer shall indemnify and hold harmless CDYNE from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Customer's, Customer's employees, contractors, or subcontractors use of the Death Index Web Service. This provision will survive termination of this Agreement and will include any and all claims or liabilities arising from intellectual property rights.

11. Governing Law: This Agreement will be governed by applicable Federal law.

12. Term and Amendments: This agreement is effective on the last date of signature by the parties below and will remain in effect for one year or, if Customer has a current Death Index Web Service account in place with CDYNE, for the remainder of the term of Customer’s current Death Index Web Service account (which is hereby otherwise superseded), whichever comes first. This Agreement may be renewed on an annual basis by written amendments signed by both parties for up to five years, contingent upon Customer executing the current version of the Customer Certification Form annually and fulfilling any and all other requirements set forth in CDYNE regulations found at 15 CFR part 1110.

This Agreement may be amended at any time by a written amendment signed by both parties. Customer must be a Certified Person throughout the term of this Agreement, and account will be immediately terminated if Customer loses status as a Certified Person.

13. Termination: Either party may terminate the Agreement by giving the other 90 days written notice. If Customer terminates, Customer will not receive any refund, proration or abatement of any fees paid to CDYNE.

14. Resolution of Disagreements: Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Both parties agree that all claims, disputes, and/or causes of action arising under or related to this Agreement, not resolved in the dispute resolution process, shall be brought in a court/forum of competent Federal jurisdiction.

15. Contact Information:

A. Program Management:

Customer	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
CDYNE Services, LLC.	Primary	Alternate
Contact Name		

Organization		
Address		
Phone Number		
Fax Number		
Email Address		

B. Financial

Customer	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		
CDYNE Services, LLC.	Primary	Alternate
Contact Name		
Organization		
Address		
Phone Number		
Fax Number		
Email Address		

Customer:

Authorized Signature: _____

Name: _____

Corporate Name: _____

Address: _____

Phone Number: _____

CDYNE Customer Number: _____

Date: _____

Fax to (757-361-0018)
CDYNE Services, LLC.
505 Independence Parkway, Suite 300
Chesapeake, VA 23320

Attachment A: Customer Certification Form

Attachment B: Fee Schedule

Attachment C: Important Information – Mandatory Requirements Death Master File

Limited Access Death Index Web Service Customer Certification Form

1. The undersigned hereby certifies that access to the CDYNE Death Index Web Service (as defined in 15 CFR §1110.2) is appropriate because the undersigned (a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, and (b) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (c) agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to the undersigned.
2. In making the certification in paragraph (1) above, the undersigned states the following specific basis (must check each basis relied upon and must specify):

Fraud Prevention Interest:

Business Purpose:

Law:

Government Rule:

Regulation:

Fiduciary Duty:

3. The undersigned further certifies that with respect to CDYNE Death Index Web Service of any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, the undersigned shall not: (i) disclose any information contained on the Death Index Web Service with respect to any deceased individual to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); (ii) disclose any information contained on the Death Index Web Service with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained on the Death Index Web Service with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (a), (b) and (c) in paragraph (1); or (iv) use any information contained on the Death Index Web Service with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.

4. In making the certification in paragraph (3), the undersigned states the following (must check basis relied upon and specify in the space provided):

a) The undersigned shall not disclose any information contained on the Death Index Web Service with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to any other person; or

b) The undersigned will disclose information contained on the Death Index Web Service with respect to an individual during the three-calendar-year period beginning on the date of the individual's death, which is received by the undersigned, to another person(s) in the following manner only (must also check and complete *i.* & *ii.* below)

i. The undersigned shall ensure compliance by such other person(s) with the requirements of each of (i), (ii) and (iii) of the paragraph above as follows:

ii. The undersigned shall ensure that such other person(s) is made aware that the penalty provisions of 15 CFR § 1110.200 apply to such person(s) as follows:

5. The undersigned acknowledges that failure to comply with the provisions of paragraph (3) may subject the undersigned to penalties under 15 CFR §1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

6. The undersigned hereby consents to periodic and unscheduled audits by CDYNE of the undersigned to determine the compliance by the undersigned with the certifications made herein.

7. If the undersigned makes this certification on behalf of a partnership, corporation, association, or public or private organization, then the undersigned hereby represents and warrants that the undersigned is authorized to make this certification on behalf of, and to bind, such partnership, corporation, association, or public or private organization.

8. The undersigned hereby declares that all certifications and statements made herein of the undersigned's own knowledge are true and that all certifications and statements made on information and belief are believed to be true; and further that these certifications and statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001. The undersigned hereby acknowledges that any willful false certification or statement made herein is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

Authorized Name: _____

Authorized Signature: _____

Company Name: _____

Address: _____

Phone: _____

Date: _____

Email: _____

Fee Schedule

A certification fee of \$100.00 is due upon account signup to process the Customer Agreement and Certification Form.

A monthly service fee of \$24.99 plus transactions will be billed to your account each cycle. Per transaction fees are billed at the following tiers:

0-1,000	3.5 cents per transaction
1,001-3,000	3 cents per transaction
3,001-14,999	2 cents per transaction
15,000-24,999	1.4 cents per transaction
25,000-49,999	1 cents per transaction
50,000-99,000	0.57 cents per transaction
100,000-199,000	0.3 cents per transaction
200,000-399,000	0.23 cents per transaction
400,000-499,000	0.17 cents per transaction
500,000 +	Volume pricing negotiable

Important Information – Mandatory Requirements Death Master File

IMPORTANT INFORMATION – MANDATORY REQUIREMENTS

DEATH MASTER FILE

TO ALL SUBSCRIBERS PURCHASING SOCIAL SECURITY ADMINISTRATION'S (SSA) DEATH MASTER FILE (DMF):

As a result of a court case under the Freedom of Information Act, SSA is required to release its death information to the public. SSA's DMF contains the complete and official SSA database extract, as well as updates to the full file of persons reported to SSA as being deceased. However, you, as a subscriber/purchaser of SSA's DMF, are advised at the time of initial purchase that the DMF does have inaccuracies and **SSA DOES NOT GUARANTEE THE ACCURACY OF THE DMF FILE**. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on this file is not proof that the individual is alive. Further, in rare instances it is possible for the records of a person who is not deceased to be included erroneously in the DMF. If an individual seeing your copy of the DMF has a complaint that they find erroneous data/death information on that DMF, you should advise them to follow the procedures listed below: In fact, **you should be providing the information below in your publication**, if any, of the DMF:

ERRORS – If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- (1) Make the correction to the mail NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that had the error; OR,**
- (2) Find that SSA already has the correct information on the mail NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error.**

In the latter case (2 above), the DMF subscriber (you) probably received the incorrect death data sometime prior to the correction of SSA's main records. (The only way you can now get an updated DMF with the correction would be to again purchase the entire DMF file and keep it current with all of the **MONTHLY OR WEEKLY UPDATES** – See MANDATORY REQUIREMENTS below.) You should accept proof from the individual (his/her own records of the verification s/he received from the local Social Security office) and correct your copy of the DMF. You should also notify any organization to which you sold the DMF that this correction needs to be made.

MANDATORY REQUIREMENTS:

It is mandatory that all subscribers of the DMF intending to use its data on a continuing basis must, after receiving an updated complete **DMF FULL FILE**, keep that file updated by continually purchasing all **MONTHLY OR WEEKLY UPDATES** (NEW DEATHS/CHANGES/DELETIONS), beginning with the same month as the **FULL FILE**, then you are **NOT** keeping your DMF up-to-date with SSA's records. Thus, adversely affecting an increased number of individuals. **NO ONE IS TO SELL THE DMF WITHOUT REQUIRING CONTINUOUS SUBSCRIBERS TO ADHERE TO THIS MANDATORY REQUIREMENT FOR KEEPING THEI DMF UP-TO-DATE.**

YOU, AS A DMF SUBSCRIBER, ARE REMINDED THAT YOU SHOULD NOT TAKE ANY ADVERSE ACTION AGAINST ANY INDIVIDUAL WITHOUT FURTHER INVESTIGATION TO VERIFY THE DEATH LISTED.

If you, as a subscriber to SSA's DMF are making available/selling SSA's DMF information to others, you **MUST ALSO PROVIDE THEM WITH A COPY OF THIS NOTICE.**

NOTE: DO NOT TELL ANYONE TO CONTACT CDYNE OR SSA HEADQUARTERS FOR CORRECTIONS! CORRECTIONS MUST BE MADE AT THE LOCAL SOCIAL SECURITY OFFICE SERVICING THE INDIVIDUAL.