BACKGROUND SCREENING AGREEMENT

THIS BACKGROUND SCREENING AGREEMENT ("Agreement") is entered into by and between the undersigned distributor of background screening information products and related services (hereinafter, the "Distributor") and the undersigned company, for itself and its affiliates and subsidiaries (hereafter, the "Client").

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PART ONE: GENERAL TERMS AND CONDITIONS.

1.1. **Products & Services**. Distributor is authorized to sell information products and services which are prepared and furnished by Essential Resource Group, Inc. d/b/a Essential Screens (hereafter, "Supplier"). These products and services relate to background screening, each of which is governed by a different set of laws and regulations (collectively, said products are "Products" and services are the "Services"). By ordering and receiving a particular Product or Service, the Client agrees to abide by and be bound to the terms and conditions set forth in the applicable Part governing the provision of said Product or Service ordered.

1.2. **Order for Products & Services**. Client may order those Products and Services enumerated in the Price Schedule attached hereto as Exhibit A through the Distributor's web-based background screening platform (the "Platform"). If Client desires to order additional and other products or services not itemized in the Price Schedule, the parties must execute a written amendment to this Agreement, adding the same.

1.3. **Compensation**.

(1). In consideration for the Products and Services furnished hereunder, Client agrees to pay Distributor in accordance with the prices ("Prices") set forth on the Price Schedule plus any applicable fees ("Fees"). Fees incurred by Distributor in providing Products or Services to Client, including third-party fees and administrative fees, will be passed on to Client. Prices are subject to change upon thirty (30) days' notice; Fees are subject to change at any time, with or without notice, provided, however, Distributor shall make commercially reasonable efforts to provide Client with advance notice of changes in Fees. Prices and Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature (collectively, "Taxes"). Client shall pay all Taxes associated with its purchases hereunder, excluding taxes on Distributor's net income.

(2). Invoices are due and payable upon receipt. A $35.00 fee will be charged on all returned checks and non-sufficient funds presented by Client. If Client objects to any portion of an invoice, the Client shall so notify Distributor in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay that portion of the invoice not in dispute. Any charges not disputed within thirty (30) calendar days of issuance of the invoice shall be deemed accepted by Client as due and payable. If Client fails to remit timely payment, Distributor shall have the right to (i) immediately suspend delivery of Products and Services until payment has been made, (ii) cancel or modify any discount or special pricing provided to the Client; and (iii) impose an interest charge on unpaid, overdue sums at rate that is the lesser of 1.5% per month or the highest rate permissible under applicable law.

(3). Payments made by credit card are subject to a surcharge to cover merchant card fees. By placing a credit card on file with Distributor, Client hereby authorizes Distributor to place charges on said card until notified in writing that such authorization has been withdrawn. Distributor shall make charges to the credit card when reports are ordered; generally, there is a "no refund" policy as many components of the order are processed instantly. Distributor reserves the right to verify Client's credit account and its ability to maintain payment of fees charged to the credit card.

1.4. **Term & Termination**. This Agreement shall be effective upon Supplier's subscription of approval hereinbelow. The term of this Agreement shall be indefinite and shall continue until such time as this Agreement is terminated. This Agreement may be terminated by either party with or without cause and for convenience upon ninety (90) days' written notice to the other party. Termination shall not relieve the Client of its obligation to pay for Products or Services supplied to it through the date of termination.

1.5. **Non-Exclusivity**. This Agreement is non-exclusive. Client shall not be obligated to purchase products and services solely from Distributor, and Distributor may sell Products and Services to competitors of Client and others.

1.6. **Confidentiality**. The confidentiality of information furnished, received, and hosted by the parties under an Agreement shall be governed by the Part relevant to the Service being provided. For example, and for purposes of clarity, the confidentiality of Supplier's consumer files, and the information contained therein, and of consumer reports issued therefrom, shall be governed by Part Two: Consumer Reports. All other confidential information not governed by a specific Part shall be considered "Confidential Commercial Information" (as defined hereinbelow) and shall be treated as follows. Each party hereto acknowledges and agrees that (a) its relationship with the other party hereto creates a relationship of confidence and trust between them with respect to each party's Confidential Commercial Information, (b) each party's Confidential Commercial Information has commercial value in the business in which such party is engaged, and (c) during the term of this Agreement and at all times thereafter, each party hereto will hold the Confidential Commercial Information of the other party hereto in strict confidence and will neither use such party's Confidential Commercial Information nor disclose it to anyone, except to the extent necessary to carry out its obligations hereunder, or as specifically authorized in writing by a duly authorized representative of the other party hereto. For purposes of this Agreement, "Confidential Commercial Information" means all sensitive, non-public commercial information disclosed by one party to the other, including (i) information about costs, profits, product or service pricing, markets, sales, and bids, if not known by a party's trade generally, even though such information may have been disclosed to one or more third parties pursuant to specific agreements; and (ii) trade secrets or other commercially-valuable non-public information. "Confidential Commercial Information" does not include information that is, or becomes through lawful means, and not as a result of any action or inaction of the other party hereto, generally available to the public and known among businesses similar to such party as demonstrated by documentary evidence.

1.7. **Data Security**. Each party agrees to develop, implement, and maintain a comprehensive information security program that is written and contains administrative, technical, and physical safeguards that are appropriate to protect the security of the sensitive personal information of the data subjects about whom Products and Services are being provided. A party may, at its own expense, and upon reasonable notice to the other party, conduct an annual, reasonable risk evaluation of the other party's data security and privacy policies, procedures and practices, provided, however, that the party being examined may condition disclosure of information or documents on the examining party's execution of a confidentiality and non-disclosure agreement on a form supplied by the party to be examined.

1.8. **Data Security Breach**.

(1). Definitions. The following definition shall apply to this Section.

(a). "Sensitive Personally Identifying Information" means the first name or first initial and last name of the data subject in combination with one or more of the following elements: non-truncated Social Security number, driver's license number, state-issued identification number, passport number, military identification number, or other unique identification number issued on a government document used to verify the identity of a specific data subject. This term does not include information which has been made lawfully public by a federal, state, or local government record or a widely distributed media, nor does it include information that is truncated, encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable, including encryption of the data, document, or device containing the Sensitive Personally Identifying Information, unless a Compromised Party knows or has reason to know that the encryption key or security credential that could render the Sensitive Personally Identifying Information readable or useable has been breached together with the information.

(b). "Breach of Security" and "Breach" mean the unauthorized acquisition of data in electronic form containing Sensitive Personally Identifying Information of data subjects.

(c). "Compromised Party" refers to a party to this Agreement who has suffered a Breach or Breach of Security.

(2). Notice of Breach. In the event a Compromised Party determines that, as a result of a Breach of Security, an unauthorized person has acquired, or is reasonably believed to have acquired, Sensitive Personally Identifying Information of data subjects about whom Distributor furnished Products and Services to Client, and the Breach is reasonably likely to cause substantial harm to the data subjects about whom the information relates, the Compromised Party shall, subject to the requirements of applicable data breach notification statutes, requests by law enforcement agencies, and advice of breach counsel, give commercially reasonable prompt notice of the Breach to the other party and to the data subjects.

(3). Remediation of Breach. If a Compromised Party determines that a Breach of Security has or may have occurred in relation to Sensitive Personally Identifying information of data subjects, it shall conduct a good faith and prompt investigation that includes all of the following: (i) an assessment of the nature and scope of the Breach; (ii) identification of any Sensitive Personally Identifying Information that may have been involved in the Breach and the identity of any data subjects about whom that information relates; (iii) a determination of whether the Sensitive Personally Identifying Information has been acquired or is reasonably believed to have been acquired by an unauthorized person, and is reasonably likely to cause substantial harm to the data subjects about whom the information relates; and (iv) identification and implementation of measures to restore the security and confidentiality of the systems compromised in the Breach.

1.9. **Cyber Indemnity**. The Compromised Party agrees to defend, indemnity, and hold the other party (hereafter, an "Indemnitee") harmless of and from any third party claims, fines, penalties, suits, judgments, or governmental actions, and all costs, expenses, and liabilities therewith, including reasonable attorneys' fees, directly arising out of a Breach of Security as defined hereinabove, provided, however, that no defense or indemnity shall be owed if any act or omission of the Indemnitee or a third party, contributed to cause the Breach of Security.

1.10. **Insurance**. Distributor represents and warrants that, during the term of this Agreement, it shall maintain policies of insurance applicable to and adequate for the nature of the products and services being provided, including policies providing coverage for professional services, general liability, and data security, cyber and privacy liability events. Upon request, Distributor agrees to furnish a certificate of insurance evidencing such coverages.

1.11. **Limitation of Liability**.

(1). Except as otherwise provided in this Agreement, neither party will be liable to the other party for damages, and each respective party hereby waives, releases, and discharges the other party from any liability for claims or damages arising under any theory of legal liability to the fullest extent that such party may legally agree to release the other party from liability for such damages.

(2). In the event the preceding release and waiver is held by a court of competent jurisdiction to be void or unenforceable, in whole or in part, and a party is consequently held liable to the other for any matter arising under or relating to this Agreement, whether arising in contract, equity, or tort, statutory or otherwise (including, without limitation, any claim for negligence), the amount of damages recoverable against the liable party for all such matters will not exceed, in the aggregate, the amount paid to Distributor by Client under this Agreement for the specific Service giving rise to any such liability and such recovery is a party's sole and exclusive remedy hereunder. In addition, any amount recoverable against the liable party will not include any amounts for indirect, incidental, or consequential damages, or loss of anticipated profits arising from any breach of this Agreement, even if a party is notified of the possibility of such damages.

1.12. **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or similar relationship between the parties. The parties' relationship shall be that of distributor and purchaser. Neither party shall hold itself out as having the authority to bind the other. All personnel and other agents employed by either party in connection with this Agreement are such party's or its agent's employees and not employees or agents of the other party. In providing Products and Services, Distributor does not undertake to insure the Client's compliance with any laws or regulations governing the Client, including any licensing requirement imposed by any state or federal entities. Client is expected to understand its own compliance and licensing requirements.

1.13. **Distributor Benefited Party**. The Distributor is entering into this Agreement not only for its own benefit but also and equally for the benefit of its Supplier. Client understands, acknowledges, and agrees that Supplier is an express and intended third-party beneficiary under this Agreement and shall be entitled to all protections provided under and to enforce all provisions of this Agreement as against Client. Additionally, Client agrees that this Agreement may be terminated at any time by the Supplier, with or without cause.

1.14. **Client Benefited Parties**. The undersigned Client is entering into this Agreement not only for its own benefit but also and equally for the benefit of its legal affiliates. Except as to these legal affiliates, if any, the parties acknowledge and agree that this Agreement confers no benefits, rights or remedies, express or implied, upon any other third party, including applicants, employees, and customers of the Client. The parties understand, acknowledge, and agree there is no privity of relationship between Distributor and Client's customers. Distributor is not providing Products and Services for Client's customers, and Client agrees to hold Distributor harmless of and from any claim, demand, or suit by its customers against Distributor arising out of Products and Services provided to Client.

1.15. **Ordering of Products and Services by Legal Affiliates**. In the event a legal affiliate of Client orders Products and Services from Client, the Client represents and warrants that it has the authority to sign on behalf of, to bind, and to otherwise contract for its legal affiliates and by signing hereinbelow does hereby enter into this Agreement on their behalf, and such legal affiliates agree to be and are bound by the terms and conditions of this Agreement. Client shall hold Distributor harmless of and from any claim or contention by a legal affiliate that it is not bound by the terms or conditions of this Agreement.

1.16. **Distributor's Platform**. To access and use Distributor's Platform to order, receive, and use our Products and Services, Client will be presented with and must agree to the terms and conditions relating to the use of the Platform(s) which are published on the website(s) used to access the Platform(s).

1.17. **Ambiguity**. The parties acknowledge that they are both sophisticated in matters of business and commerce, that they have participated jointly in the negotiation of the terms of their contractual relationship, and that therefore this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any portion of this instrument.

1.18. **Force Majeure**. A party shall be excused from performance under this Agreement to the extent said performance is prevented by a force majeure. For purpose of this Agreement, a force majeure includes acts of God, fires, floods, earthquakes, windstorms, accidents, explosions, riots, natural disasters, pandemics, wars, sabotage, inability to obtain power or power curtailments or failures, inability to obtain internet access or internet access curtailments or failures, strikes, lockouts or other labor disputes, failure or breakdown of equipment or facilities, or the cessation or curtailment in whole or in part of operations or production.

1.19. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

1.20. **Costs of Collection**. Notwithstanding any dispute resolution clause in this Agreement to the contrary, Distributor may institute legal proceedings to collect unpaid amount due for Products and Services provided by Distributor and, if such proceedings are instituted, then Distributor shall be entitled to receive its reasonable costs of collection, including, without limitation, attorney's fees and court costs.

1.21. **Integration**. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Any quote, purchase order, or the like that is issued or submitted by Client shall be for the Client's convenience only and shall not amend or modify this Agreement.

1.22. **Severability**. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

1.23. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties as set forth at the end of the signature block hereinbelow. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email with confirmation of transmission, or by U.S. Priority Mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this section.

1.24. **Assignment**. Distributor may assign this Agreement to a parent, subsidiary, or affiliate of Distributor or if it is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all, or substantially all, of Distributor's assets. Due to certain know-your-Client obligations and service restrictions imposed on Distributor by federal laws and regulations, Distributor cannot prospectively agree to unilateral assignment by Client of this Agreement, and Client shall therefore not assign this Agreement without the express written consent of Distributor, which consent will not be

unreasonably withheld. The term "assign" includes any change of control, merger, sale, or acquisition of Client or any of its parent entities.

1.25. **Survival**. The rights and obligations of the parties which, by their nature, should survive the termination of this Agreement, including, but not limited to, terms relating to Data Security, Data Security Breach, Cyber Indemnity, Limited Warranties, Limited Remedies, Limitations on Liability, Dispute Resolution, will survive the Agreement's termination.

1.26. **Amendment and Modification; Waiver**. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No failure to exercise any rights, remedy, power or privilege ("Right(s)") arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

1.27. **Basis of the Bargain**. Client acknowledges and agrees that Distributor has offered the Products and Services and has entered into this Agreement in reliance upon the limited warranties, warranty disclaimers, limitations of liability, and promises of indemnity set forth in this Agreement, whether stated hereinabove or hereinbelow, that these reflect a reasonable and fair allocation of risk between Distributor and Client and form an essential basis of the bargain between the parties. Client understands, acknowledges, and agrees that Distributor would not be able to provide the Products or Services to Client on a commercially viable basis absent these limitations and disclaimers.

1.28. **Dispute Resolution**. Any controversy or claim arising out of, or relating to, this Agreement or the Products and Services provided thereunder, including, without limitation, its implementation, validity, execution and interpretation, the breach of the performance thereof, or any third-party claims, demands, or liability arising out of, or related to, services rendered, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (hereinafter, "AAA"). The arbitrator shall be selected from the panel maintained by AAA, unless otherwise agreed to by the Parties. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. The award of the arbitrator(s) shall be accompanied by a reasoned opinion written in English. With respect to any matters involving state statutory or state common law claims, the opinion shall be based upon, and shall apply, the law of the State of Nebraska. Any award shall be limited by and subject to the agreed-upon releases, waivers, limitations of liabilities and remedies set forth herein this Agreement. The arbitrator is not empowered to award consequential, indirect, special, punitive, or exemplary damages, and each party hereby irrevocably waives any damages in excess of actual damages.

PART TWO: CONSUMER REPORTS.

2.1. **Definitions**.

(1). Adverse Action: Shall have the definition as set forth in 15 U.S.C. § 1681a(k).

(2). Central Court: In a county with multiple courthouses, including smaller, local, lower level, outlying or remote municipal or justice-of-the-peace courts, the term "Central Court" shall refer to the principal courthouse in which felony and most misdemeanor charges are adjudicated.

(3). Consumer: Shall refer to any individuals about whom a Report is requested, whether an applicant, employee, prospective tenant, or otherwise.

(4). Consumer Information: shall have the definition set forth in 16 C.F.R. § 682.1.

(5). Consumer Report or Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(d) but may also refer both to consumer reports and Investigative Consumer Reports.

(6). Employment Purposes: Shall have the definition as set forth in 15 U.S.C. § 1681a(h), consistent with the interpretation supplied by the Federal Trade Commission in its July 2011 Staff Report with Summary of Interpretations, which includes volunteer and independent contractor relationships.

(7). FCRA: Shall refer to the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., as amended.

(8). Furnisher: Shall refer to any person or entity that supplies information about a Consumer related to that person's or entity's transactions and experience with the Consumer to Distributor and which information is incorporated into the Report.

(9). Investigative Consumer Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(e).

(10). Predominantly Used Index: Shall mean that portion of a county courthouse's criminal record index at the Central Court which is commonly considered in the background screening industry to be readily available, adequate, and sufficient for use in performing a criminal record search.

(11). Legitimate business need: Shall include, but not be limited to, relationships involving schools and students, credentialing, admitting privileges, hospitals and clinical rotations, facility access privileges, and other purposes.

(12). All other capitalized defined terms shall have the definitions assigned to them elsewhere in this Agreement.

2.2. **Consumer Reports**. Distributor shall furnish Consumer Reports and Investigative Consumer Reports to the Client for the duration of the Term of the Agreement (hereafter, "Consumer Reports"). The content of said Reports shall consist of the following information: that which is permitted to be disclosed by applicable federal, state and international laws; that which is in conformity with industry practices; and that upon which the parties have agreed in this Agreement or in a subsequent written modification thereof.

2.3. **Roles of the Parties**. In assembling and furnishing Consumer Reports, Distributor is functioning as a consumer reporting agency, as that term is defined in § 1681a of the FCRA. The Client is an end user as that term is used in the FCRA.

2.4. **Placing Orders for Reports**. Client shall place its orders for Consumer Reports through Distributor's Platform. In submitting an order, Client must supply the Consumer's full first name, full middle name, full last name, full date of birth, full Social Security number, full residential address, and a valid email address. Client must not use its own business address or email address. In the event Client neglects to provide a valid email address, preventing Distributor from communicating with the Consumer by email, Distributor reserves the right to charge a reasonable fee for postage and handling of paper communications with the Consumer. Client may also place an order for Reports by using Distributor's candidate order feature whereby Client will provide Distributor with the Consumer's email address and Distributor will use web-based technology to interact with and gather the Consumer's information via its Platform.

2.5. **Credentialing**. Client understands and acknowledges that federal law imposes know-your-client obligations on Distributor prior to and during the provision of Consumer Reports to its clients. Accordingly, Client agrees to submit to and cooperate with reasonable credentialing inquiries made by Distributor prior to and for the duration of the Agreement. Such credentialing inquiries may include, but are not limited to, completing an application for service, obtaining business and credit reports on Client, conducting a physical or virtual inspection of the Client's principal place of business, submitting documentation to demonstrate its current licensure or registration as a lawful business, and providing information regarding the Client's intended use of Consumer Reports.

2.6. **Distributor's Compliance with the Law**. In distributing Consumer Reports to Client, Distributor agrees to comply with applicable laws and regulations, including laws and regulations relating to consumer reporting and data privacy.

2.7. **Client's Compliance with the Law**. In requesting, receiving, using, storing, and disposing of any and all Reports, Client agrees to adhere to, and comply with, the FCRA and all state laws applicable to the procurement and use of Reports, including those state-specific requirements pertaining to the timing, nature and content of disclosures and notices to Consumers.

2.8. **Certification of Permissible Purpose.** Client shall only request a Report when it has a permissible purpose as specified in 15 U.S.C. § 1681b. Specifically, Client certifies it will only request and use Reports for the following permissible purpose(s) and for no other purpose(s):

Initial the applicable permissible purpose(s):

{{_____}}: For employment purposes, including the evaluation of individuals for employment, promotion, reassignment or retention as an employee; or

{{_____}}: In connection with a tenant screening application or other tenancy purpose involving a Consumer; or

{{_____}}: For a situation in which the Client has a legitimate business need for the information in connection with a business transaction that is initiated by the Consumer.

(1). Client certifies that the purpose for which each and every Report is requested will conform to those purposes initialed hereinabove and for no other purpose. The information contained in Consumer Reports is intended for the use of the Client and shall not be disclosed to a third party unless otherwise permitted by law.

(2). CLIENT ACKNOWLEDGES THAT IT UNDERSTANDS THE FEDERAL FAIR CREDIT REPORTING ACT PROVIDES THAT ANY PERSON WHO KNOWINGLY OR WILLFULLY OBTAINS INFORMATION FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH. CLIENT HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD DISTRIBUTOR HARMLESS OF AND FROM LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO ANY MISREPRESENTATION OR FRAUDULENT CERTIFICATION(S) MADE BY CLIENT.

2.9. **EEO Certification**. Client certifies that any information contained in the Consumer Reports obtained by it will not be used in violation of federal or state equal employment opportunity laws or regulations or in violation of state or local ban-the-box, fair chance hiring, human rights, or related laws.

2.10. **Certification of Limited Use**. Client certifies it will request Reports only for its exclusive one-time use, holding them in strict confidence, and not disclosing them to third parties not involved in the employment, tenancy or business decision giving rise to the need for the Report.
2.11. **Certification of Disclosure to Consumer**. Each time Client orders a Consumer Report for Employment Purposes, Client certifies (a) that it has provided a clear and conspicuous written disclosure – in a document consisting solely of the disclosure – to each and every Consumer about whom it requests a Report that a consumer report may be obtained for employment purposes (hereafter, a "Disclosure") and (b) that it has made this Disclosure prior to requesting a Report from Distributor. Client additionally agrees to provide any disclosures required under relevant state and local consumer reporting, Fair Chance, and credit reporting laws prior to requesting a Report from Distributor. When Client utilizes Distributor's electronic FCRA consent process with respect to any particular Consumer for the purpose of providing the statutorily mandated Disclosure, Distributor shall structure the online process so as to require the Consumer to receive an electronic version of the Disclosure prior to completing the order for a Consumer Report, provided however, in doing so Client shall be deemed to have approved content of the Disclosure utilized by the electronic FCRA consent process.
2.12. **Authorization Requirement**. When requesting a Report for Employment Purposes, Client agrees to obtain the written authorization ("Authorization") of each and every Consumer about whom it requests a Report prior to requesting said Report from Distributor. When Client utilizes Distributor's electronic FCRA consent process with respect to any particular Consumer to obtain that Consumer's Authorization to perform a background check, Distributor shall structure the online process so as to require the Consumer to provide their consent by electronic signature prior to completing the order for a Consumer Report, provided however, in doing so Client shall be deemed to have approved content of the Authorization utilized by the electronic FCRA consent process.
2.13. **Pre-Adverse Action Requirement.** When requesting a Report for Employment Purposes, Client agrees to follow and adhere to the conditions imposed by 15 U.S.C. § 1681b(b)(3) on end users before taking adverse action based in whole, or in part, on the Report. Such conditions include: transmitting a copy of the Consumer Report to the consumer, providing the name, address, and toll-free telephone number of the Distributor and enclosing a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act*; and allowing the Consumer a reasonable amount of time to respond to this pre-adverse notification before the adverse action is taken, taking into account weekends and intermediate holidays. When Client purchases from Distributor the service of transmitting a pre-adverse action cover letter to the Consumer, Client will be deemed to have approved the content of said letter. Unless otherwise agreed to in writing by the parties, said service can only be purchased on a case-by-case basis after the issuance of a Report.
2.14. **Adverse Action Requirement.** When requesting a Report for any permissible purpose, including Employment Purposes, Client agrees to comply with the requirements of 15 U.S.C. § 1681m when taking an adverse action based in whole, or in part, on a Report. These requirements include: providing oral, written, or electronic notice to the Consumer of the adverse action ("Adverse Action Notice"); providing the name, address and toll-free telephone number of Distributor to the Consumer; stating to the Consumer that Distributor did not make the decision to take the adverse action and is unable to provide the Consumer with the specific reasons why the adverse action was taken; notifying the Consumer of his/her right to obtain a free copy of the Consumer Report within sixty days and to dispute with Distributor the accuracy or completeness of any information in the Consumer Report furnished by Distributor. Where Client purchases from Distributor the service of transmitting an Adverse Action Notice to the Consumer, Client will be deemed to have approved of the content of the letter used to provide the notice.
2.15. **Investigative Consumer Report Disclosure Requirement**. Irrespective of the Client's permissible purpose, Client agrees to comply with the requirements of 15 U.S.C. § 1681d when requesting an Investigative Consumer Report. These requirements include: Clearly and accurately disclosing in writing to the Consumer that an investigative report includes information as to his character, general reputation, personal characteristics, and mode of living; that he has a right to request a complete and accurate disclosure of the nature and scope of the investigation requested; and that he has a right to request a copy of the summary of his rights.
2.16. **ATS / HRIS**. If Client utilizes a third-party Applicant Tracking System or a Human Resources Information System ("ATS/HRIS") that is integrated with Distributor's Platform, Client hereby designates the ATS/HRIS as its agent for the purpose of receiving, possessing, and storing Consumer Reports, and Client shall assure that the ATS/HRIS will comply with all applicable Consumer Information or data privacy laws and regulations, as well as assuring its adherence to any relevant terms of this Agreement.
2.17. **Retention of Evidence of Compliance**. To the extent not already in the possession of Distributor, Client agrees to store and maintain electronic or paper copies of each Disclosure, Authorization, pre-adverse action cover letter, and

Adverse Action Notice for a period of three years. Upon reasonable notice, Client agrees to supply to Distributor Consumer Report-related documents maintained as to Consumers upon whom Reports were obtained, including copies of Disclosures and Authorizations, any pre-adverse and adverse action correspondence, as well as provide reasonable evidence of its compliance with applicable Federal and state statutes and regulations regarding Consumer data privacy.

2.18. **Confidentiality & Data Security of Consumer Information**. Each party agrees to keep and maintain Consumer Information secure and confidential. Each party represents and warrants that it maintains a comprehensive data security plan that institutes all necessary and reasonable physical, administrative, and technical controls, processes, and safeguards for the protection of Consumer Information, including but not limited to, storing Consumer Information in a secure environment; transmitting Consumer Information in a secure manner; safeguarding of passwords used to access terminals and software applications that provide access to Consumer Information; destroying paper and electronic copies of Consumer Reports when no longer needed; limiting access to Reports to only those individuals who have executed an appropriate confidentiality agreement; and deactivating the user IDs and passwords of those who no longer need access to the Reports. Should Client request to receive Consumer Reports from Distributor by email, Client agrees to accept responsibility for any claims arising out of the Client's use of unencrypted electronic communication. Notwithstanding any agreement entered into by the parties prior to the execution of this Agreement containing any term or condition to the contrary, the Client expressly acknowledges and agrees that Distributor will maintain the confidentiality and security of its own consumer files, any Consumer Information contained therein, and any archival Reports maintained therein, in accordance with its own internal data security and confidentiality policies.

2.19. **Disposal of Consumer Information.** Client agrees to dispose of all Consumer Information in a manner reasonably calculated to protect against unauthorized access to or use of the Consumer Information in connection with its disposal.

2.20. **Consultation with Legal Counsel.** Distributor does not provide any legal advice regarding the Client's compliance with the various federal, state, and international laws which might apply. CLIENT IS ENCOURAGED TO CONSULT WITH ITS OWN LEGAL COUNSEL REGARDING THE PURCHASE AND USE OF CONSUMER REPORTS. Client is solely responsible for the content of Disclosures, Authorizations, Pre-Adverse Action Letters and Adverse Action Notices, and the Summary of Rights, even when it uses exemplar or default documents provided by Distributor. Such exemplars and documents are provided "As Is," with no warranties expressed or implied. Distributor does not provide legal services and is not authorized to do so. Distributor plays no role in any employment decision, whether adverse or positive. Distributor may from time to time offer information, guidance, forms, materials, and/or other content (including sample documents and the electronic FCRA consent process) for informational purposes ("Content"), which is not intended to and shall not constitute legal or professional advice, either express or implied. Client agrees not to rely on Distributor for legal or professional advice and acknowledges that it is solely responsible for its legal obligations and decisions and will consult with its own legal counsel at its own discretion regarding all legal matters, including but not limited to its obligations with respect to its procurement and use of the Consumer Reports, the electronic FCRA consent process, and Reports.

2.21. **Client not a Re-Seller; Secondary End Users**. CLIENT CERTIFIES THAT IT SHALL NOT REQUEST, OBTAIN OR USE REPORTS FOR THE PURPOSE OF RE-SELLING, LEASING, OR RENTING THE INFORMATION, OR OTHERWISE PROVIDING INFORMATION OBTAINED FROM DISTRIBUTOR'S CONSUMER REPORTS TO ANY OTHER PERSON, WHETHER ALONE, IN CONJUNCTION WITH CLIENT'S OWN DATA, OR OTHERWISE IN ANY SERVICE WHICH IS DERIVED FROM THE REPORTS. CLIENT MAY NOT FURNISH REPORTS, OR INFORMATION CONTAINED THEREIN, TO ANY THIRD PERSON EXCEPT AS FOLLOWS:

(1). Client may furnish Reports to its customers (hereafter, "Secondary End User") if one of the following applies to Client: *Initial applicable use cases. If none are initialed, Client is not permitted to furnish Distributor's Reports to any third parties.*

{{_____}}: That it is a Professional Employer Organization ("PEO") and that it therefore is an authorized agent for the Secondary End User for which it provides services and whose employees said PEO co-employs; or

{{_____}}: That it is an Administrative Services Organization ("ASO") and that it therefore is an authorized agent for the Secondary End User for which it provides services and for whose employees it is a joint employer; or

{{_____}}: That it is a staffing agency, temporary labor agency, or a labor broker and that it therefore is an authorized agent for those Secondary End Users for which it brokers labor services and, as such, is a joint employer of those employees whose services are brokered; or

{{_____}}: That it desires to furnish Reports to Secondary End Users for physical or digital/virtual site or facility access purposes.

(2). Before furnishing Distributor's Report to a Secondary End User, Client will secure the Consumer's written authorization to disclose the Report, or information contained in the Report, to the Secondary End User.

(3). Client will disclose to Distributor the identity of any Secondary End User to whom it furnishes a Report or information contained in a Report as required by FCRA.
(4). Client will only disclose Reports, or information contained therein, for employment purposes.
(5). Client agrees not to re-sell Reports, or information contained therein, to any Secondary End User.
(6). Client will supply to Distributor a listing of those Secondary End Users to whom it may furnish Reports, or the information contained therein. Client agrees to update this list from time to time. Alternatively, Client may identify the Secondary End User to whom it intends to furnish Reports by so disclosing that Secondary End User's identity in the "client reference field" when placing an order via Distributor's Platform.
2.22. **Adjudication Services**. The term "Adjudication Services" shall refer to the third-party administrative service performed by Distributor wherein Distributor applies grading criteria supplied by the Client to completed Consumer Reports. By ordering said services from Distributor, Client certifies and agrees as follows:
(1). Client shall not violate federal or state equal employment or fair housing laws in the selection of its grading criteria and the use of graded Reports;
(2). Where Adjudication Services are provided for Reports being used for Employment Purposes:
(a). Client shall not violate a Consumer's due process rights by permitting or using the graded Reports as a proxy for the Client's final determination as to employment eligibility; and
(b). Client shall not submit grading criteria that suggests or implies the act of making a final employment determination, such as using terms like "Ineligible," "Disqualified," "Fail," or the like.
(3). Client shall hold Distributor harmless of and from any third party claims that Adjudication Services violate federal, state, or local consumer reporting, equal employment, or fair housing laws and regulations.
2.23. **Acknowledgement of Receipt of Forms**. The Client acknowledges receipt and review of the following documents:
(1). *A Summary of Your Rights Under the Fair Credit Reporting Act*, published at 12 C.F.R. Pt. 1022, App. K, and a copy of which is available on the website hosted by the United States Consumer Financial Protection Bureau at:

- https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf.

The form can also be found on the website hosted by the United States Federal Trade Commission at:

- https://www.consumer.ftc.gov/sites/default/files/articles/pdf/pdf-0096-fair-credit-reporting-act.pdf.

(2). *Notice To Users of Consumer Reports: Obligations of Users Under the FCRA*, published at 12 C.F.R. Pt. 1022, App. N. A copy of this form can be found here:

- https://www.govinfo.gov/#citation.

2.24. **Driver History Reports**. Client hereby certifies that it will only order Motor Vehicle Records and/or Driver History Reports ("MVRs") in strict compliance with the Driver Privacy Protection Act at 18 U.S.C. § 2721 et seq., and any related state laws. Client further agrees not to order MVRs without first obtaining the written consent of the Consumer to obtain "driving records," evidence of which shall be provided to Distributor upon request. Client agrees that it shall use MVR information only for the purpose authorized by the Consumer in the written consent form and comply with all the data requirements imposed by the DDPAs. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE STATES OF NEW HAMPSHIRE, PENNSYLVANIA, AND WASHINGTON REQUIRE USE OF SPECIFIC FORMS PUBLISHED BY THOSE STATES. CLIENT REPRESENTS, WARRANTS, AND COVENANTS IT WILL SECURE THE CONSUMER'S CONSENT USING THOSE FORMS, AND CLIENT UNDERSTANDS IT WILL BE SUBJECT TO AUDIT BY DISTRIBUTOR AS TO ITS COMPLIANCE WITH THESE REQUIREMENTS.
2.25. **Equifax's The Work Number**. When purchasing The Work Number® information through Distributor, Client agrees to hold Equifax harmless in the purchase and use of the information. Equifax will not sell The Work Number® information otherwise.
2.26. **Credit Reports**. The following terms govern Client's ordering of credit reports from Distributor.
(1). Client shall provide to its applicants and employees all disclosures and notices required to be provided, and obtain all authorizations and consents required to be obtained, before ordering credit reports from Distributor, including, where applicable, those disclosures required under California Labor Code § 1024.5; the Vermont Fair Credit Reporting Act, 9 V.S.A. §§ 2480 et seq., including § 2480e; and New York City's Stop Credit Discrimination in Employment Act, NYC Admin. Code §§ 8-102(29), 8-107(9)(d), 24. Furthermore, Client represents and warrants that it shall not order and use credit reports in violation of applicable federal, state, and local laws and regulations, including the aforelisted laws.
(2). Client represents that, if it orders credit reports, Client will have a policy with procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by Client, substantially varies from the address the credit bureau has on file for that consumer.

(3). Client understands and acknowledges that Distributor is a reseller of credit reports from one or more of the three credit bureaus – TransUnion, Equifax, and/or Experian. Distributor does not compile the credit reports or control the content thereof. Furthermore, Distributor is required to certify to the credit bureau(s) the Client's permissible purpose under federal law for ordering credit reports. Accordingly, Distributor expressly disclaims any and all warranties regarding the accuracy or completeness of credit reports, and Client agrees Distributor shall not be liable to Client for any damages arising out of or relating to the ordering and use of credit reports and it hereby waives, releases, and discharges Distributor from any liability for claims or damages arising under any theory of legal liability to the fullest extent that Client may legally agree to release Distributor from liability for such damages. Furthermore, Client agrees to defend, indemnify, and hold Distributor harmless of and from any claim made by a third party arising out of Client's ordering and use of credit reports.

2.27. **Monitoring Services**. The following additional terms govern Client's ordering and use of those services involving Distributor's continuous or periodic monitoring of various government databases for criminal and other adverse information, including arrest records and sanctions.

(1). In submitting a batch of employees to be monitored, Client represents, certifies, and warrants that it has provided a clear and conspicuous written disclosure – in a document consisting solely of the disclosure – to each and every Consumer listed in this batch, disclosing that Client may obtain a consumer report on the Consumer for a purpose that is permitted under the federal Fair Credit Reporting Act, 15 U.S.C. § 1681b(a), including for employment purposes, volunteer purposes, for the purposes of maintaining an independent contractor relationship, or for the purpose of permitting access to Client's property, premises, or network systems, at any time during the Consumer's relationship with Client. Likewise, Client reaffirms and certifies that, prior to submitting a batch to Distributor, it has obtained a written authorization from each and every Consumer listed on the batch consenting to the procurement of a consumer report for a legally permissible purpose at any time during the individual's relationship with Client. CLIENT IS ENCOURAGED TO CONSULT WITH ITS LEGAL COUNSEL REGARDING THE NATURE, EXTENT, WORDING, SCOPE, AND FREQUENCY OF SECURING CONSENTS FROM CONSUMERS IN THE CONTEXT OF ONGOING MONITORING OF ARREST AND SANCTIONS RECORDS. CLIENT MAY WISH TO CONSIDER SECURING A NEW CONSENT EACH YEAR. DISTRIBUTOR DOES NOT PROVIDE ANY LEGAL ADVICE REGARDING CLIENT'S COMPLIANCE WITH FEDERAL AND STATE CONSUMER REPORTING LAWS OR OTHER LAWS AND REGULATIONS.

(2). Some states, such as California, Kentucky, and Pennsylvania, may prohibit, limit, or restrict an employer's consideration of arrest records. IT IS THE CLIENT'S RESPONSIBILITY TO DETERMINE WHETHER THERE ARE ANY LIMITATIONS UNDER STATE OR FEDERAL LAWS ON ITS ABILITY TO REQUEST AND CONSIDER ARREST RECORDS.

(3). Client represents, warrants, and assures Distributor that it shall promptly remove individuals from batches when they no longer have a relationship or connection with Client that supports a permissible purpose to obtain a Consumer Report under FCRA. Client agrees to hold Distributor harmless of and from any claim by a Consumer that Distributor should not have furnished a Report to Client pursuant to the monitoring service.

(4). Client understands and acknowledges that the network of government databases and sources is not static; that data sources may be added to or removed from the network at any time; that this series of networks does not interface with every government agency in the United States; that an interface may become temporarily unavailable, resulting in a false negative, a condition over which Distributor has no control; and that Distributor disclaims any warranty that it will invariably be notified of all contemporaneous developments involving Client's Consumers.

2.28. **Jurisdiction-Specific Certifications**.

(1). **California**.

(a). Client hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code §§ 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code §§ 1785.1 et seq., if the Client is located in the State of California, and/or the Client's request for and/or use Investigative Consumer Reports or Consumer Credit Reports pertains to a California resident or worker, Client will do or has done the following:

(b). Request and use Investigative Consumer Reports and/or Consumer Credit Reports, as those terms are defined under ICRAA and CCRAA, respectively, (collectively, "California Reports") solely for a permissible purpose(s) identified under ICRAA or CCRAA.

(c). When, at any time, California Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation:

(i). Client has provided a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the investigative consumer reporting

agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

(ii). Client has requested a report only after the applicable consumer has authorized in writing the procurement of the Report.

(iii). Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any reports that are prepared.

(d). When California Reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a report will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of Client as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Report was first requested.

(e). When California Reports are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that a report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of Client, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

(f). If the consumer wishes to receive a copy of their report, provide a copy of the report to the consumer within three business days of the date that the report is provided to Client. The copy of the report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her.

(g). Under all applicable circumstances, comply with California Civil Code §§ 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the report, informing the consumer in writing of the reporting agency's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under ICRAA and the CCRAA.

(h). California Fair Chance Act Laws & Regulations. Client understands, acknowledges, and agrees that, as between Client and Distributor, Client is solely and exclusively responsible for its compliance with California's fair employment and housing laws and regulations, including, but not limited to, Government Code § 12952, Inquiries regarding applicant's conviction history, etc.; Labor Code § 432.3, Voluntary disclosure of salary history by applicant, etc.; Labor Code § 432.7, Disclosure of arrest or detention not resulting in conviction, etc.; Labor Code § 1024.5, Use of consumer credit report for employments purposes; and 2 CCR 11017.1, Consideration of Criminal History in Employment Decisions.

(i). Client understands, acknowledges, and agrees that: Use of Distributor's exemplar FCRA pre-adverse and adverse action cover letters is not compliance with California's Fair Chance Act laws and regulations ("CFCA"); Use of Distributor's adjudication services is not a substitute for the due process requirements imposed by the CFCA; Distributor is not exercising an administrative function traditionally exercised by Client; and Distributor is not a business entity agent for Client as that term is defined by the California Supreme Court.

(j). Distributor expressly disclaims that it is a business entity agent for Client or that it is exercising any administrative functions traditionally exercised by Client in its capacity as an employer. Client hereby agrees to defend, indemnify, and hold Distributor harmless from and against any claim, suit, agency action or the like premised upon any of the following assertions: (i) that Distributor is a business entity agent for Client, (ii) that Distributor is deemed to be an employer under California law in its provision of Consumer Reports to and for Client, or (iii) that Distributor violated California's Fair Chance, Fair Employment and Housing, or other equal employment opportunity laws or regulations in its provision of Consumer Reports to Client.

(2). **New York City, NY**.

(a). Client hereby certifies that, if the Client is domiciled, located, or operating as an employer in New York City, New York ("NYC"), or the Client's request for or use of Reports pertains to an NYC resident or worker, Client will do the following:

(i). Comply with all aspects of NYC's Fair Chance Act ("FCA"), NYC Admin. Code § 8-107(10)-(11) and its Stop Credit Discrimination in Employment Act ("SCDEA"), NYC Admin. Code §§ 8-102(29), 8-107(9)(d), (24); not order Consumer Reports in violation of either the FCA or SCDEA; not use consents that violate the FCA or SCDEA; engage in a meaningful,

substantive, compliant Fair Chance process in accordance with the process established in the legal enforcement guidance issued by the NYC Commission on Human Rights.

(ii). Client understands, acknowledges, and agrees that: It must not order a Report containing criminal history information until it has otherwise complied with the FCA by, among other things, extending a conditional offer of employment; it must assess all other job qualifications, including ordering any non-criminal history Reports, before extending the conditional offer of employment and ordering a Report containing criminal history information; use of Distributor's exemplar FCRA pre-adverse and adverse action cover letters is not compliance with the FCA or SCDEA; use of Distributor's adjudication services is not a substitute for the due process requirements imposed by the FCA or SCDEA; and Distributor is not an administrative agent for Client and it does not undertake to perform Client's compliance obligations under the FCA or SCDEA.

(b). Client hereby agrees to defend, indemnify, and hold Distributor harmless from and against any claim, suit, agency action or the like premised upon any of the following assertions: (i) that Distributor is an administrative agent for Client, (ii) that Distributor is deemed to have aided and abetted Client's violation of the FCA or SCDEA in its provision of Consumer Reports to and for Client, or (iii) that Distributor violated NYC's Human Rights Law in its provision of Consumer Reports to Client.

(3). **Vermont**. If the Client is domiciled, located, or operating as an employer in the State of Vermont, and/or the Client's request for and/or use Reports pertains to an Vermont resident or worker, Client hereby certifies the following when ordering credit reports and employment verification reports containing WorkNumber® information provided by the TALX Corporation, a provider of Equifax Verification Services: it has read, understood, and will comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. §§ 2480, including § 2480e.

2.29. **Reaffirmation of Certifications**. Client certifies that each time it orders, accesses, or views a Report, it is reaffirming the certifications made to Distributor herein.

2.30. **Standard Search Procedures**. Distributor will use reasonable procedures designed to discover information relating to a Consumer.

(1). County Public Record Search Procedures. With respect to criminal history and other public record information located at the county courthouse level, Supplier will search the Predominantly Used Index of the Central Court. Unless otherwise agreed in writing by the parties, in the ordinary course of providing Consumer Reports, Supplier shall not examine cases filed more than ten (10) years prior to the date the Report is ordered. From time to time, its discretion, Supplier may expand the search scope beyond ten years, but Client understands, acknowledges, and agrees that no particular expansion of search scope, nor any reporting of cases filed more than ten years prior to the Report order date, shall be deemed to be an agreement or commitment by Distributor to require Supplier to search beyond ten years by file date for any other particular order.

(2). Statewide Criminal Search Procedures. With respect to statewide criminal searches, Supplier shall use the public record resource that is, in its commercially reasonable judgment, both readily accessible and reasonably complete. Some statewide criminal searches will be conducted with the state law enforcement (executive) agency, while others will be conducted with the state (judicial) administrative office of courts. If Client desires Supplier to examine a particular statewide judicial or executive source, it must notify Distributor in writing and secure Distributor's written agreement to require Supplier to use that particular source in lieu of its standard source. Client acknowledges that not all statewide judicial or executive agency systems report criminal history information to the same extent as county-level judicial courthouse searches, and that Distributor therefore recommends both statewide and county criminal searches for maximum state-level search results; furthermore, if a statewide agency returns a "no disposition" or inconclusive information, Distributor may authorize Supplier to order and charge for a county judicial search to confirm the record.

(3). Primary Name. Client understands and acknowledges that Supplier conducts name-based background checks, i.e., Supplier uses the name supplied by the Client or the Consumer (hereafter, the "Primary Name"), along with personal identifying information supplied by them, and examines or requests information from various sources for matching information. Client understands and acknowledges that Supplier cannot verify that the Primary Name about which it is conducting a background screen is, in fact, the name of the applicant, employee, tenant, or other consumer with whom Client is interacting. As among Client, Distributor and Supplier, Client acknowledges that it is responsible for verifying the identity of the individual about whom it requests a Report to confirm the individual is who he represents himself to be.

(4). Personal Identifying Information. Client acknowledges that supplying accurate personal identifying information ("PII") on Consumers is essential to enabling Supplier to conduct an accurate and complete search for information. Client understands that Supplier will not always catch typographical or clerical errors made by Client or its Consumers when

Reports are ordered. It is Client's responsibility to review and confirm the accuracy of the PII used to perform the background check. Client hereby releases, waives, and discharges Distributor and Supplier and their public record researchers of and from any and all loss, harm, or damage arising from Client's or a Consumer's failure to provide accurate PII when requesting a Report.

(5). Address History. Client acknowledges that, where applicable to a Report being prepared, the scope of any Social Security number-based trace report that is generated to create residential address history ("Address History Report") will be set to an unlimited chronological scope, unless otherwise agreed to in writing by the parties. Client understands and acknowledges that neither Supplier nor Distributor make any representation or warranty regarding the comprehensiveness or completeness of the Address History Report, i.e. a Consumer may have lived at other addresses. Client also acknowledges and understands that, to the extent it instructs Distributor to request Supplier to search less than all the jurisdictions reported on the Address History Report, Supplier may not be searching a jurisdiction that potentially contains criminal records belonging to the subject Consumer. Client hereby releases, waives, and discharges Distributor and Supplier and their public record researchers of and from any and all loss, harm, or damage arising from any instruction from the Client not to search all jurisdictions developed by the Address History Report.

(6). Scope of Name-based Searches. Client acknowledges Supplier generally only reports information matching the Primary Name. Client understands that Consumers may have used other names besides their Primary Name, e.g., a maiden name, a prior married surname, a different first name used prior to gender transition, a legal full name change, use of middle name as a first, a diminutive, a slightly misspelled variant of the Primary Name, etc. Collectively, these alternate names are known as "Also-Known-As" names or "AKAs" or "Aliases" (hereafter, collectively, "Alias" or "Aliases"). On occasion, when the data contained in the source record readily permits, Distributor may report a record relating to an Alias; however, as a general course, Supplier only reports Primary Name matches. CLIENT AGREES IT WILL NOT RELY ON, ASSUME, OR EXPECT SUPPLIER TO REPORT A RECORD RELATING TO AN ALIAS WHEN CLIENT HAS ONLY ASKED DISTRIBUTOR TO SEARCH FOR RECORDS RELATING TO THE PRIMARY NAME.

(7). Alias Names.

(a). When placing orders for Reports in Distributor's Platform, Client shall have the option manually to add an Alias to the order for Supplier to search.

(b). When Client directs a Consumer to use Distributor's electronic ordering process, the Consumer will be offered the opportunity to disclose Aliases, and Supplier will search those disclosed Aliases unless Client has established ahead of time that the order is to be placed on hold for the Client to review and decide whether to run the Consumer's self-disclosed Aliases.

(c). Distributor has the ability to develop a list of potential Aliases on a Consumer using a commercial database. Distributor makes no representation or warranty regarding the comprehensiveness of the database, i.e., a Consumer may have used an Alias that is not reported in the database. Furthermore, Client understands and acknowledges that Supplier may not attribute a criminal case to a Consumer merely because the database reports an Alias name that corresponds to a criminal defendant's name. Supplier will use such procedures and protocols as are required to satisfy itself that any Alias attribution is the product of reasonable procedures designed to assure maximum possible accuracy. This may include the removal of developed names if, in the judgment of Supplier, the developed name cannot be reasonably associated with the Primary Name. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT EACH ALIAS SEARCHED TYPICALLY ADDS SIGNIFICANT CHARGES, COSTS, AND FEES TO THE PRICE OF A CONSUMER REPORT. CLIENT AGREES TO PAY ANY SUCH ADDITIONAL CHARGES, COSTS AND FEES FOR EACH ALIAS SEARCHED.

2.31. **Standard Reporting Procedures**.

(1). For criminal and other non-civil cases, Client acknowledges that Supplier will only report (i) pending cases and (ii) cases with felony and misdemeanor convictions for the **SEVEN YEARS** preceding the date of the request for a Report, even though the consumer may have convictions which are older than seven years, unless a different reporting scope is expressly agreed to by the parties in writing, such alternate reporting scope being contingent upon, and limited by, the parameters of state law. Certain low-level convictions, such as ordinance violations, infractions, and traffic violations, may not be reported, even though they may be technically classified as misdemeanor-level offenses under a given state's law.

(2). The time period for determining the reportability of pending cases shall be calculated from the case's file date. The time period for determining the reportability of cases with convictions shall be calculated from the end of the original sentencing term unless the actual release date is readily available, in which case reportability shall be calculated from the release date. If Client desires to receive convictions occurring more than seven years prior to the date of the Report, it

must notify Distributor and the parties must execute an addendum to this Agreement expanding both the search and the report scopes.

(3). Federal and state consumer reporting laws require Supplier to establish a match of identity between the record containing adverse information and the Consumer; if Supplier cannot establish this identity match to its commercially reasonable satisfaction, Supplier will not report the adverse information. Client understands and acknowledges that Supplier therefore cannot report all adverse information located, and Client releases, waives, and discharges Supplier and Distributor and their public record researchers of and from any and all loss, harm, or damage arising from Supplier's decision not to report adverse information because, in its sole discretion and determination, an identity match could not be established.

(4). Client understands and acknowledges that, when reporting criminal history information obtained from a records of arrests and prosecutions sheet (a "RAP Sheet") procured from a statewide law enforcement (executive) agency, Supplier in its role as a consumer reporting agency cannot report all information contained therein, even though state law may require Client to obtain a complete and unredacted copy of the RAP Sheet. If Client is required to obtain and maintain in its files a complete copy of a RAP Sheet, Distributor recommends Client purchase a third-party administrative record retrieval service.

2.32. **Non-Conviction Adverse Events**.

(1). The term "Non-Conviction Adverse Event" shall mean any adverse item about a consumer other than a criminal conviction as that term is defined under applicable state or federal law. The following is an illustrative list of examples of Non-Conviction Adverse Events: (a) records of arrest not leading to conviction, (b) dismissed criminal charges, (c) dismissed or vacated convictions, (d) dispositions which may qualify as convictions under federal law but which do not constitute convictions under state law, (e) moving violation reports, (f) driver's license suspensions, (g) adverse professional licensing actions, (h) sanctions or exclusion history information, and (i) civil suit information. Note: this list is not exhaustive. As a general principle, unless an adverse event is a conviction, it should be considered a Non-Conviction Adverse Event.

(2). Supplier does not ordinarily report Non-Conviction Adverse Events, even if they occurred in the last seven years, unless one of the following applies: (a) Client orders a specific search that pertains to Non-Conviction Adverse Events, such as driver's license reports, sanctions and exclusion searches, professional licensure verifications, and civil searches; or (b) the case involves a pretrial diversion or deferred adjudication (completed or pending), provided the case has been filed no more than seven years prior to the date of Supplier's Report. Client understands and acknowledges that, from time to time, Supplier may in its sole discretion cease reporting Non-Conviction Adverse Events, provided, however, that Distributor shall provide prompt notice of a discontinuation of the reporting of material Non-Conviction Adverse Events.

(3). For professional licensing-related sanctions, exclusions, and similar adverse information, Supplier will only report the status of the Primary Name for the last seven years with regard to that adverse information. For motor vehicle or driving record reports, Supplier will report the information returned by the state department of motor vehicle for the driver's license number supplied but said information will not exceed seven years of age. In some states, the motor vehicle bureau only provides less than seven years of information, e.g., three or five years of information.

2.33. **Use of Commercial Databases**. Client understands and acknowledges that searches of commercial databases (e.g., national criminal search, Social Security number trace search, and other "instant" searches) are only for the purpose of producing residential address history and criminal history information that may *potentially* be related to the Consumer. Supplier will not report such information to Client. Client agrees that it will not take any adverse action against a Consumer on the basis of an open or pending search by Supplier of a commercial database, but it will instead wait for Supplier's report of any information from judicial or executive agency public record repositories.

2.34. **Underlying Data**. Neither Supplier nor Distributor is a data aggregator. Some of the data it uses in compiling Reports is licensed, and it otherwise does not archive all data upon which it relies in preparing and assembling Reports. Data may be discarded, deleted or otherwise not saved once any given Report is completed.

2.35. **Evolving Reporting Standards**. Supplier will exercise its judgment consistent with federal and state laws and regulations and industry best practices in determining whether adverse information is legally reportable. Due to the continuing evolution of the law with regard to what is, and is not, legally reportable under federal and state consumer reporting statutes, the foregoing reporting procedures are subject to change from time to time. Client acknowledges, understands, and agrees that Supplier, in its sole and absolute discretion, may modify, change, expand, or narrow the scope and extent of what it reports.

2.36. **Intellectual Property**. Supplier is in the business of providing Consumer Reports. Any information supplied to Client, irrespective of its format, is <u>not</u> "work made for hire." As between Supplier, Distributor, and Client, Supplier is the sole

and exclusive owner of all right, title, and interest in and to its consumer files, all Consumer Information contained therein, and any Consumer Reports furnished therefrom. Distributor only grants to Client a revocable, non-exclusive, non-transferable, limited sub-license to use any Consumer Information supplied for Client's internal purpose only. Client shall not compile, store, aggregate, use, re-sell, distribute, or disseminate consumer information for commercial purposes.

2.37. **Management of Consumer Data**.

(1). Distributor, in its sole and absolute discretion, may delete Consumer Reports and related documents in accordance with its internal retention and deletion policy. Client understands and acknowledges that (i) Distributor does not retain Consumer Reports or associated documents on Client's behalf for any period of time; (ii) should Client desire to maintain its own archival copy of Consumer Reports and related documents, that it must download them as they are received; and (iii) a technology fee will be charged to the Client, should it request a periodic mass export of archival Reports. Client is not eligible for a mass export if it has an outstanding, past-due balance.

(2). If this Agreement terminates or if the Client's account is suspended due to non-payment, Client's access to Distributor's Platform will be deactivated and Client will not retain access to archival Reports.

(3). In the event Client assigns its rights and/or obligations under this Agreement to another party pursuant to the relevant terms of the Agreement, Distributor reserves the right, in its sole and absolute discretion, to decline to provide the Client's assignee with access to or copies of archival Consumer Reports procured by or on behalf of the Client if Distributor determines, in its sole discretion, that doing so may violate federal or state consumer reporting laws and regulations.

2.38. **Limited Warranties**. DISTRIBUTOR WARRANTS AND REPRESENTS THAT ITS SUPPLIER SHALL FOLLOW REASONABLE PROCEDURES TO ASSURE MAXIMUM POSSIBLE ACCURACY (AS DEFINED BY 15 U.S.C. § 1681E(B)) OF THE INFORMATION CONCERNING THE INDIVIDUAL ABOUT WHOM THE REPORT RELATES; DISTRIBUTOR FURTHER WARRANTS THAT THE INFORMATION CONTAINED IN A REPORT WILL BE THE INFORMATION SUPPLIED BY THE FURNISHER TO THE SUPPLIER, SUBJECT TO ANY AND ALL RESTRICTIONS IMPOSED BY FEDERAL AND STATE LAWS ON THE NATURE, SCOPE AND EXTENT OF INFORMATION THAT IS PERMITTED TO BE DISCLOSED BY A CONSUMER REPORTING AGENCY; MOREOVER, SINCE NEITHER THE SUPPLIER NOR THE DISTRIBUTOR ARE FURNISHERS OF THE INFORMATION, AND THE INFORMATION THAT IS SUPPLIED BY THE FURNISHER TO SUPPLIER IS SUPPLIED "AS IS," DISTRIBUTOR CAN LIKEWISE ONLY SUPPLY THE INFORMATION TO THE CLIENT "AS IS." DISTRIBUTOR IS REQUIRED BY LAW TO DISCLOSE THAT SUPPLIER'S REPORTS DO NOT GUARANTEE THE ACCURACY OR TRUTHFULNESS OF THE INFORMATION CONTAINED THEREIN, BUT ONLY THAT IT IS ACCURATELY COPIED FROM PUBLIC RECORDS, WHERE APPLICABLE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PART THREE: DRUG & ALCOHOL SCREENING TPA SERVICES.

3.1. **Definitions**.

(1). DER: Shall refer to the designated employer representative as defined in 40 C.F.R. § 40.3.

(2). DOT: Shall refer to the United States Department of Transportation.

(3). FMCSA: Shall refer to the United State Federal Motor Carrier Safety Administration.

(4). Part 40: Shall mean the procedures for transportation workplace drug and alcohol testing programs promulgated by the United States Department of Transportation in 49 C.F.R. §§ 40.1 et seq.

(5). All other capitalized defined terms shall have the definitions assigned to them in the Agreement.

3.2. **Services**. Distributor shall coordinate the provision of third-party administrative and service agent services by Supplier for drug and alcohol testing services ("DnA Testing Services"), FMCSA driver examination services, and occupational health screening services to Client for the duration of the Agreement and as more particularly described hereinbelow in accordance with terms and upon the conditions set forth therein.

3.3. **DOT-Regulated Employers**. The following terms shall apply to those Clients which are employers regulated by the United States DOT and which request regulated Services from Distributor.

(1). Role of Supplier. Supplier shall function as a third-party administrator as that term is defined in Subpart A of Part 40 and, where agreed upon by the parties herein, it shall have those roles and perform those responsibilities which are set forth in Subpart Q of Part 40.

(2). Ordering of DnA Testing Services. Client may order DnA Testing Services by (a) scheduling a test through Distributor's Platform, (b) utilizing an emergency 24/7 call-out service for emergency testing needed after normal business hours, and (c) scheduling on-site testing at a worksite. For pre-employment testing orders, Client agrees to initiate the order in sufficient time to allow for result reporting prior to the donor's hire into a safety sensitive position.

(3). Collection Sites & Specimen Collection. Supplier shall only provide collection sites which comply with Subpart D of Part 40 and said sites shall provide the level security and integrity required in that subpart, along with the use of proper forms.
(4). Collections & Testing Supplies. Supplier or its contracted vendor shall supply all specimen collection materials for drug testing and alcohol screening, including specimen bottles, Custody and Control Forms (CCF), bottle seals, and packaging. Supplier shall arrange for transportation of specimens to the testing laboratory.
(5). Laboratories. In its role as Client's TPA, Supplier shall retain and use only those laboratories which are certified by the Substance Abuse & Mental Health Services Administration ("SAMHSA") in accordance with the National Laboratory Certification Program, 49 C.F.R. § 40.81. The laboratories will be required to comply with Subpart of F of Part 40, including, but not limited to, adherence to the requirements for cutoff concentrations, validity testing, reporting, record and specimen retention, and the provision of statistical summaries.
(6). Drug Specimen Analysis. Supplier shall coordinate the analysis of drug specimens by SAMHSA-certified laboratories.
(7). Split Specimen Testing. When requested by a donor in accordance with Part 40, Supplier will arrange split specimen testing with a SAMHSA-certified laboratory, including contracting with the laboratory, tracking the specimen transport and testing, and reporting the results to the donor and the Client. Applicable fees for split specimen testing will be billed to and shall be paid by the Client. The split specimen testing fee is subject to change upon thirty (30) days' written notice to the Client if the fee charged to Distributor by the alternate laboratory increases or immediately if Client requires a different alternate laboratory which charges higher fees to Distributor.
(8). Alcohol Specimen Analysis. When analyzing breath alcohol samples, Supplier shall utilize alcohol testing equipment that meets the requirements of the U.S. DOT Conforming Products List (CPL) and will include alcohol screening devices compliant with Part 40. Supplier shall use a certified Breath Alcohol Technician as that term is defined in Part 40 to administer tests, and it shall require BATs to perform their services in compliance with DOT regulations, including Subpart J of Part 40.
(9). Medical Review Officer Services. In its role as Client's TPA, Supplier will retain and coordinate the provision of services from one or more Medical Review Officers ("MROs"). MROs shall be certified in accordance with regulations promulgated by the DOT, including Subpart G of Part 40. MROs will be required to certify they do not have, and will not in the future engage in relationships which would cause, a conflict of interest as prohibited by 49 C.F.R. §§ 40.101, 40.125, and 40.353. MROs will be required to comply with their obligations under the regulations pertaining to the Drug and Alcohol Clearinghouse maintained by the FMSCA, 49 C.F.R. §§ 382.701 et seq., including, but not limited to, their obligation to report within two business days of making a determination or verification of verified positive, adulterated, or substituted controlled substances test results and refusals-to test.
(10). Results Reporting. Supplier will report all DOT test results to Client in compliance with and as limited by Appendix H of Part 40 and according to the procedures agreed upon by the parties in this Agreement and during account set-up. Generally, Distributor shall utilize its secure web-based reporting system to report test results to Client. Distributor may also report results by email, data file transfer, or according to other specifications agreed upon by the parties. Each party acknowledges and understands that results may contain sensitive data and each party covenants and agrees to take reasonable measures to protect the confidentiality of said sensitive data. Client authorizes Supplier to act as an intermediary in the transmission of drug and alcohol testing information from the MRO or the BAT to the Client, with the exception of positive alcohol results which will come directly from the BAT.
(11). Random Testing Section Services. Client authorizes Supplier and Distributor by and through Supplier to provide random testing selection services in accordance with Subpart C of Part 382 of Title 49 of the Code of Federal Regulations. Client agrees to perform random pool auditing and maintenance as dictated by employee activities, regulatory requirements, and client's internal policies. Client authorizes Supplier to include Client's donors in larger pools of covered employers. Client shall provide Distributor with regular updates of its pool with a minimum of four updates per year on or around the first day of each quarter (January 1, April 1, July 1, October 1). Using Client pool data, Supplier will update its database with employee identification, DOT status, and DOT agency occupation code. Other database fields may be used in the random selection process as agreed by Distributor and Client. Donors will be randomly selected utilizing a computerized, scientifically valid random number selection method in accordance with DOT regulations. Distributor will provide the names of randomly selected employees for each pool in a secure manner along with certification documents pertaining to each random selection. Distributor will also provide administrative documents, i.e., testing notification forms, Excel spreadsheets for tracking, and random status testing reports, to assist the DER and his/her staff in the random testing process. The parties shall agree upon the specific schedule for eligible pool updates and computerized random

selections. Distributor shall provide the Client with assistance in Client's fulfillment of its obligation to ensure minimum testing rates for both drug and alcohol tests are achieved each calendar year.
(12). Management Information System ("MIS") Reporting. Distributor shall provide Client with the ability to generate a draft MIS report through its Platform using the data in Distributor's possession. Where ordered by Client in the applicable Price Schedule, Distributor will also provide the administrative service of manually completing the MIS form. Neither Supplier nor Distributor can certify an MIS report; an authorized representative of the Client, such as the DER, must be the person to certify the accuracy of the data in the MIS report. Client acknowledges and understands that it must notify Distributor prior to making a certification if it has any questions or concerns regarding the accuracy of any MIS data supplied by Distributor.
(13). Record Keeping. It is the Client's responsibility to download, store, and maintain those records enumerated in § 40.333 of Part 40 in accordance with the retention periods established by that section and in a location with controlled access.
(14). Confidentiality. Distributor and Supplier agree to abide by and comply with the confidentiality and record release restrictions imposed by §§ 40.321 and 40.331.
(15). Audit Support. In the event Client is audited by a DOT agency, and as part of its basic administrative support, Distributor will provide reasonable and customary audit support by telephone, email, secure file transfer, and fax to assist the Client in its audit preparation and response. As used herein, the term "basic administrative support" refers to the provision of relevant data, records, documentation, and expertise.
(16). Owner-Operators. Distributor and its Supplier do not provide TPA services to owner-operators.
(17). Limitations. Client understands and acknowledges that, in its role as a service agent, certain limitations are imposed by Part 40 on Supplier's activities, particularly as set forth in § 40.355. Client agrees it will not seek to delegate its non-delegable duties to Supplier or Distributor.

3.4 Non-Regulated Employers.

(1). This sub-section shall apply only to those clients that are operating a drug and alcohol testing program not regulated by the DOT.
(2). Role of Supplier. Supplier shall serve as a third-party administrator to coordinate the administration of Client's drug and alcohol testing program.
(3). Ordering of DnA Testing Services. Client may order non-regulated DnA Testing Services by (a) scheduling a test through Distributor's Platform, (b) utilizing an emergency 24/7 call-out service for emergency testing needed after normal business hours, and (c) scheduling on-site testing at a worksite.
(4). Collections & Testing Supplies. Supplier or its contracted vendor shall supply all specimen collection materials for drug testing and alcohol screening, including specimen bottles, Custody and Control Forms (CCF), bottle seals, and packaging. Where applicable to the DnA Testing Service being provided, Supplier shall arrange for transportation of specimens to the testing laboratory. Unless otherwise requested by Client, Supplier shall not collect split specimens. In the event Client chooses to order and administer "on-site" drug testing products, Client acknowledges that the only warranty applicable to such products is the manufacturer's warranty, if any, and that such products are otherwise provided "AS IS" and subject to Distributor's warranty disclaimers as set forth herein.
(5). Testing Process. For Clients operating a drug and alcohol testing program not regulated by the DOT, the drug and alcohol testing service provider industry has developed certain industry standard protocols with regard to the specimen collection, cut-off and confirmation levels, drug panels, specimen retention, medical officer review protocols, and program documentation. Although these industry standards are similar to DOT standards, they do not mirror or precisely replicate DOT protocols. NON-REGULATED INDUSTRY STANDARD TESTING PROTOCOLS DIFFER FROM DOT PROTOCOLS. THESE GENERIC PROTOCOLS MAY OR MAY NOT COMPLY WITH APPLICABLE STATE DRUG TESTING LAWS, SUCH AS DRUG FREE WORKPLACE PROGRAMS AND MISCELLANEOUS STATE REQUIREMENTS. IN THE ABSENCE OF AN EXPRESS WRITTEN AMENDMENT TO THIS AGREEMENT EXECUTED BY THE PARTIES SPECIFYING PARTICULAR PROTOCOLS, SUPPLIER SHALL ADMINISTER ITS NON-REGULATED DNA TESTING SERVICES IN ACCORDANCE WITH THESE GENERIC INDUSTRY STANDARD PROTOCOLS.
(6). Random Testing Selection Services. When requested by Client, Distributor agrees to provide non-regulated random testing selection services by and through Supplier. If Client does not submit a written program protocol to Distributor, then Supplier shall perform its services in accordance with its standard, non-regulated protocols. Client agrees to perform random pool auditing and maintenance as dictated by employee activities, regulatory requirements, and client's internal policies. Client authorizes Supplier to include Client's donors in larger pools of covered employers. Client shall provide Distributor with regular updates of its pool with a minimum of four updates per year on or around the first day of each

quarter (January 1, April 1, July 1, October 1). Using Client pool data, Supplier will update its database with employee identification information. Other database fields may be used in the random selection process as agreed by Distributor and Client. Donors will be randomly selected utilizing a computerized, scientifically valid random number selection method. Distributor will provide the names of randomly selected employees for each pool in a secure manner along with certification documents pertaining to each random selection. Distributor will also provide administrative documents, i.e., testing notification forms, Excel spreadsheets for tracking, and random status testing reports, to assist the DER and his/her staff in the random testing process. The parties shall agree upon the specific schedule for eligible pool updates and computerized random selections.

(7). Non-regulated MRO Services. If a Client purchases the service of having an MRO review and verify non-negative laboratory results, Client agrees that MRO shall be vested with the authority to cancel drug test results in his or her sole discretion and Client understands and acknowledges that Supplier and Distributor will defer to the MRO for final decisions on whether to verify a result as positive, negative, or to cancel the test. Although this service is similar to DOT-regulated MRO services as set forth in Part 40, Client understands and acknowledges that the MROs will not be providing their services in strict conformity with Part 40. If Client does not purchase MRO Services from Distributor, Client shall be solely responsible for reviewing and interpreting test results as well as for determining a course of action based on test results in a manner consistent with applicable law.

(8). Retention of Non-Regulated DnA Testing Services Data. It is Client's responsibility to download, store, and maintain those records which it needs to retain. Distributor does not store DnA Testing Services data for its clients. Client understands and acknowledges that specimen collectors, clinics, laboratories, and MROs may utilize different retention periods than what is required of them under Part 40 for regulated DnA Testing Services. As such, records, specimens, samples, and other data and material related to the testing process may not be preserved for the same period of time such items may be preserved under Part 40-regulated testing. If Client desires specific retention periods from third-party sub-vendors, it must notify Distributor and the parties must agree by written amendment to this Agreement to such specific retention periods.

3.5. **Physical Examination Services**. For Clients regulated by Part 391 of the US Federal Motor Carrier Safety Regulations, Supplier will provide the administrative of service of coordinating medical examination of drivers with medical examiners listed on the FMCSA's National Registry of Certified Medical Examiners. Supplier shall obtain and Distributor shall provide to Client the completed Medical Examination Report Form, MSCA-5875. Where selected in the applicable Price Schedule, Supplier shall provide the additional administrative service of reviewing the examination report for accuracy and completeness.

3.6. **Occupational Health Screening Services**.

(1). For employers operating an occupational health screening program not regulated by federal law, the background screening service provider industry has developed certain industry standards comprising the methods, manner, and protocols regarding how the various medical reviews and diagnostic tests are conducted. In the absence of an express written amendment to this Agreement executed by the parties specifying particular protocols, Supplier shall administer its services in accordance with these industry standards.

(2). In the event Client chooses to order and administer "on-site" occupational health screening products, Client acknowledges that the only warranty applicable to such products is the manufacturer's warranty, if any, and that such products are otherwise provided "AS IS" and subject to Distributor's warranty disclaimers as set forth herein.

(3). Where state or Federal law classifies certain laboratory test results as reportable/communicable diseases, Client shall make all necessary reports to relevant public health authorities or other governmental agencies and shall ensure that its applicant or employee is provided with any required notification, information, or intervention.

3.7. **Distributor's Compliance with the Law**. In rendering Services to Client under this Part, Supplier agrees to comply with applicable laws and regulations, including Part 40. Client acknowledges and understands that neither Supplier nor Distributor is a covered entity nor a business associate under the Administrative Data Standards promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. § 160.103, and that it does not host data subject to the Health Insurance Portability and Accountability Act.

3.8. **Client's Compliance with the Law**. In requesting, receiving, using, storing, and disposing of any and all testing results, Client agrees to adhere to, and comply with, all applicable federal and state law applicable to the Client and its screening programs, including, where applicable, Part 40. Client agrees to defend, indemnify and hold Distributor and its Supplier harmless with respect to any and all losses, claims, suits, damages, liability, and expense incurred by Distributor or Supplier, including, without limitation, reasonable attorneys' fees, based upon, arising out, or attributable to testing policy

development and implementation, wrongful disclosure, breach of confidentiality, or misuse of donor information following the release of such information by Distributor to Client. The Client shall be responsible for lawful and appropriate use of results.

3.9. **Management of Occupational Health Screening Data**. Data, records, and documents generated by occupational health screening Services, including testing results and reports (collectively, "Health Screening Data"), belong to and are owned by the Client. Unless otherwise agreed to in a written amendment to this Agreement, Distributor maintains copies of Health Screening Data for the convenience of the Client, and Client is the primary custodian of such data. Client agrees to download and maintain its own copies of Health Screening Data and not to rely upon Distributor's storage of such data.

3.10. **Limited Warranties**. Distributor warrants that its Supplier shall provide and perform the foregoing services in a manner consistent with applicable Federal and state laws, statutes, and regulations, and in accordance with generally accepted industry, laboratory and clinical standards. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PART FOUR: FORM I-9 SOFTWARE AS A SERVICE.

4.1. Distributor agrees to provide access to a web-based software application which an employer can use as a tool to aid in completing its Forms I-9 (hereinafter, "Form I-9 Assistance Tool" or "Tool" as the case may be).

4.2. **License**. Distributor grants to Client a limited, nonexclusive, nontransferable license to access and use the Form I-9 Assistance Tool. Client shall maintain its license for however so long as this Agreement is in effect.

4.3. In providing the Tool, Distributor is functioning solely as a software-as-a-service provider. Client shall be responsible for accessing and using the Tool in accordance with its own policies and procedures. Distributor does not and cannot provide legal advice, guidance or recommendations to Client regarding the nature, scope, content or extent of the Client's legal, compliance, or third-party contractual obligations and whether the use of the Tool satisfies those obligations. It is the Client's responsibility to review and determine whether the Tool meets its business, contractual, regulatory or legal needs. Client affirms and acknowledges that it has a written I-9 compliance plan, that is has designated one of its agents to be an Employer Sanctions Act compliance manager, that this manager has examined the Tool and satisfied himself or herself that it meets the needs of the Client, and that Client relies solely upon the advice and opinion of its own compliance manager in using the Tool.

4.4. **Immigration Law Compliance**. Client shall be responsible for its own compliance with all applicable federal, state and municipal laws, statutes and ordinances, including, but not limited to, the Immigration and Naturalization Act ("INA") and the Immigration Reform and Control Act ("IRCA") and regulations promulgated in relation thereto.

4.5. **I-9 Data Ownership**. Client shall own the data, information, files, documents, and images created with or uploaded to the Tool (hereinafter, "I-9 Data") and shall otherwise hold full right, title and interest in the I-9 Data. Client understands and acknowledges that this I-9 Data may be hosted by a third party with which Distributor contracts, and that, in turn, this third-party vendor contracts with data centers and telecommunication facilities, at which locations the data may be hosted. Client acknowledges and agrees that, by hosting the I-9 Data, Distributor is not assuming responsibility for Client's compliance with 8 C.F.R. § 274a.2(b)(2) of the Employer Requirements of the Control of Employment of Aliens of the INA. Distributor expressly disclaims any liability for any fines or penalties assessed by a governmental agency, or for any damages flowing therefrom, by virtue of any alleged failure to comply with the Employer Requirements, as well as for any claim, demand, cause of action or suit alleging that Client committed an unfair immigration practice by virtue of its use of the Tool. **DISTRIBUTOR RECOMMENDS CLIENT MAINTAINS AN ARCHIVAL COPY OF I-9 DATA, INCLUDING ITS ORIGINAL FORMS I-9, ON A SERVER WITHIN ITS OWN POSSESSION, CUSTODY AND CONTROL.**

4.6. Distributor, in its sole discretion, may delete I-9 Data and related documents in accordance with its internal retention and deletion policy. Client understands and acknowledges that (i) Distributor does not retain I-9 Data or associated documents on Client's behalf for any period of time; (ii) should Client desire to maintain its own archival copy of I-9 Data and related documents, that it must download them as they are received or created; and (iii) a technology fee will be charged to the Client, should it request a period mass export of archival I-9 Data. Client is not eligible for a mass export if it has an outstanding, past-due balance.

4.7. If this Agreement terminates or if the Client's account is suspended due to non-payment, Client's access to the Tool will be deactivated and Client will not retain access to archival I-9 Data.

4.8. The Parties agree to maintain the security of the I-9 Data. Each party shall institute and maintain all necessary and reasonable precautions to prevent the disclosure of I-9 Data, including implementing a comprehensive written data security program, containing administrative, technical, and physical safeguards that are appropriate to protect the security of I-9 Data.

4.9. **Limited Warranty**. Distributor warrants that the Tool shall provide the function of managing documents electronically. This warranty does not cover service outages or other failures by third parties retained by Distributor, including for software and data hosting, or the provision of data center or telecommunication facilities. THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DISTRIBUTOR EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF TOOL ENSURES COMPLIANCE WITH THE INA, THE IRCA, AND RELATED IMMIGRATION AND I-9 LAWS AND REGULATIONS PERTAINING TO THE EMPLOYMENT OF INDIVIDUALS, INCLUDING 8 C.F.R §§ 274A.2(E), (F), (G) AND (H). CLIENT IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH ANY LAWS.

4.10. **Limited Remedy**. If the Tool fails to operate substantially as warranted herein, Distributor's sole obligation, and Client's sole and exclusive remedy, shall be as follows: Distributor will use commercially reasonable efforts to correct the problems or errors that caused the Tool to fail to operate or perform as warranted.

PART FIVE: E-VERIFY EMPLOYER AGENT SERVICES.

5.1. **Services**. Distributor agrees to provide E-Verify Employer Agent services by and through Supplier and in accordance with a Memorandum of Understanding ("MOU") separately executed by the parties. Distributor shall provide and make available a web application by and through which Client may perform E-Verify activities (hereinafter, "E-Verify Integration"). This E-Verify Integration shall report to Client the Case Verification Number, the results of the photograph matching, confirmations, tentative non-confirmations, case results, Further Action Notices, case resolutions, and all other data or information supplied by the Department of Homeland Security under its E-Verify Pilot Program.

5.2. **Rights & Obligations of the Parties**. The rights and obligations of the parties under this Agreement shall be as set forth in the MOU.

5.3. **Data**. Client shall own the E-Verify-related data, information, files, documents, and images created with, uploaded to, and transmitted via the E-Verify Integration, including Case Verification Numbers, photographs, Further Action Notices, and confirmations (hereinafter, "E-Verify Data") and shall otherwise hold full right, title and interest in the E-Verify Data. Client understands and acknowledges that this E-Verify Data is hosted by a third party with which Distributor contracts, and that, in turn, this third-party vendor contracts with data centers and telecommunication facilities, at which locations the data may be hosted. Client acknowledges and agrees that, by hosting the E-Verify Data, neither Distributor nor its Supplier is assuming responsibility for Client's compliance with legal or regulatory record or data retention requirements. See, e.g., 8 U.S.C. § 1324a Note. Distributor and Supplier expressly disclaim any liability for any fines or penalties assessed by a governmental agency, or for any damages flowing therefrom, by virtue of any alleged failure to comply with such record or data retention requirements. **DISTRIBUTOR RECOMMENDS CLIENT MAINTAINS AN ARCHIVAL COPY OF E-VERIFY DATA ON A SERVER WITHIN ITS OWN POSSESSION, CUSTODY AND CONTROL.** Distributor, in its sole and absolute discretion, may delete E-Verify Data and related documents in accordance with its internal retention and deletion policy. Client understands and acknowledges that (i) Distributor does not retain E-Verify Data or associated documents on Client's behalf for any period of time; (ii) should Client desire to maintain its own archival copy of E-Verify Data and related documents, that it must download them as they are received or created; and (iii) a technology fee will be charged to the Client, should it request a period mass export of archival E-Verify Data. Client is not eligible for a mass export if it has an outstanding, past-due balance. If this Agreement terminates or if the Client's account is suspended due to non-payment under the terms of the Agreement, Client's access to Distributor's web portal will be deactivated and Client will not retain access to archival E-Verify Data.

5.4. The Parties agree to maintain the security of the E-Verify Data. Each party shall institute and maintain all necessary and reasonable precautions to prevent the disclosure of E-Verify Data, including implementing a comprehensive written data security program, utilizing strong password protocols, safeguarding passwords used to access terminals that provide access to E-Verify Data, destroying paper copies of E-Verify Data when no longer needed, limiting access to E-Verify Data to those individuals who have a legitimate business need to access the information, deactivating the user IDs and passwords of those who no longer need access to the E-Verify Data, and notifying Distributor of the same.

5.5. **Limited Warranty**. Distributor warrants that Supplier shall perform the responsibilities of the E-Verify Employer Agent as set forth in the applicable MOU between Client, Supplier, and the Department of Homeland Security. This warranty

does not cover service outages or other failures by third parties retained by Distributor or Supplier, including for software and data hosting, credit card transaction processing, or the provision of data center or telecommunication facilities. THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH ANY LAWS, INCLUDING RECORD-KEEPING REQUIREMENTS UNDER THE E-VERIFY PILOT PROGRAM AND AS SPECIFIED IN THE MOU.

5.6. **Limited Remedy**. If the E-Verify Integration fails to operate substantially as warranted herein, Distributor's sole obligation, and Client's sole and exclusive remedy, shall be as follows: Distributor will use commercially reasonable efforts to correct the problems or errors that caused the E-Verify Integration to fail to operate or perform as warranted.

5.7. **Order of Precedence**. In the event of a conflict or an inconsistency between this Agreement and the MOU, the MOU shall govern the performance of services between the parties and their respective rights, duties, and obligations.

PART SIX: DOT CLEARINGHOUSE

6.1. **Definitions**.

(1). Clearinghouse: Shall refer to the Commercial Driver's License Drug and Alcohol Clearinghouse administered by the FMCSA which contains certain records of violations of drug and alcohol prohibitions in 49 CFR Part 382, Subpart B, including positive drug or alcohol test results and test refusals.

(2). C/TPA: Shall refer to a consortium/third-party administrator designated by a motor carrier in the Clearinghouse.

(3). DOT: Shall refer to the United States Department of Transportation.

(4). FMCSA: Shall refer to the United States Federal Motor Carrier Safety Administration.

(5). FMCSA Regulations: Shall refer to Subpart G of Part 382 of FMCSA Regulations, 49 C.F.R. §§ 382.701, et seq., pursuant to which a motor carrier is required to: (1) report drug and alcohol program violations, return to duty information, and information regarding the completion of follow-up testing prescribed in a Substance Abuse Professional ("SAP") report (collectively hereinafter, "Driver Information") to the Clearinghouse; and (2) query the Clearinghouse to verify that current or prospective employees are not prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to an unresolved drug and alcohol program violation—that is, a violation for which the driver has not completed the return-to-duty (RTD) process (hereinafter, "Query").

6.2. **Registration & Driver Education**. Client shall register with the Clearinghouse and designate Distributor as its C/TPA to report Driver Information and/or conduct queries on Client's behalf, as the case may be. Client shall also provide basic training to its CDL drivers on their Clearinghouse obligations, inform the driver of the necessity to register as a driver in the Clearinghouse, and provide education about how to do so.

6.3. **Query Plans**. The FMCSA currently sells Query Plans (as that term is defined in FMCSA Regulations) to employers at a rate established by the FMCSA. Client understands and acknowledges that Query Plans may only be purchased from the FMCSA Clearinghouse and that Distributor may not purchase Query Plans for the Client. Client shall select and purchase a Query Plan from the Clearinghouse to ensure that Distributor may conduct queries as agreed to by the parties. Client shall select a Query Plan that Client believes is best suited its needs according to Client's number of current and prospective employees. Client shall monitor its Clearinghouse Query account balance to ensure that the balance is sufficient to allow Distributor to conduct queries as requested by Client. Distributor shall not be responsible for queries not conducted on behalf of the Client due to Client's failure to maintain a sufficient query balance in the Client's Clearinghouse account.

6.4. **Querying TPA Services**.

(1). Client Acknowledgement. Client understands and acknowledges that the FMCSA requires Client to make a pre-employment Query for each driver in the Clearinghouse and at least one full or limited Query each year for each driver during the term of employment to check if employees and prospective employees are prohibited from performing safety-sensitive functions, such as operating CMVs, due to an unresolved drug and alcohol program violation. Client will need to use the driver's CDL Number and state of issuance to query a driver's Clearinghouse record.

(2). TPA Services. Distributor shall conduct Clearinghouse queries on behalf of the Client as a third-party administrator upon the Client's request. Client shall make such a request by placing an order using Distributor's Platform or in a manner otherwise agreed to between the parties in writing. Client shall ensure that its order reflects whether the Client intends for Distributor to conduct a pre-employment, full, or limited Query on each driver and Distributor shall not be responsible for the Client's failure to order the correct type of Query. Distributor is not responsible for ensuring that Client places the type of order that is legally required under the circumstances of the order. Distributor shall report the results to Client if

any such results exist (hereinafter, "Query Reports"). If no results exist, Distributor shall indicate that no Clearinghouse information exists for the driver in the Query Report.

(3). Client's Affirmation. Client affirms that it will secure from its CDL Drivers a written general consent for limited Queries of the FMCSA Clearinghouse for the duration of employment. In the event that Client is legally required to provide additional disclosures or obtain additional authorizations for Distributor to conduct Queries of drivers on behalf of the Client, Client hereby agrees to provide or obtain such disclosures or authorizations. CLIENT IS ENCOURAGED TO CONSULT WITH ITS LEGAL COUNSEL REGARDING THE NATURE, EXTENT, WORDING, SCOPE, AND FREQUENCY OF SECURING CONSENTS FROM. CLIENT MAY WISH TO CONSIDER SECURING A NEW CONSENT EACH YEAR. DISTRIBUTOR DOES NOT PROVIDE ANY LEGAL ADVICE REGARDING CLIENT'S COMPLIANCE WITH FEDERAL AND STATE CONSUMER REPORTING LAWS OR OTHER LAWS AND REGULATIONS.

6.5. **Reporting TPA Services**.

(6). Client understands and acknowledges that the FMCSA requires the Client to report Driver Information to the Clearinghouse as follows: (a) Alcohol concentration of 0.04 or greater; (b) A negative return-to-duty test; (c) A refusal to take an alcohol test; (d) A refusal to submit to a drug test; (e) An employer's report of completion of follow-up testing prescribed in a SAP report; and (f) The employer's actual knowledge of a driver's violation.

(7). Client understands and acknowledges that drivers' refusals to test will generally come to the attention of the Client when the specimen collector contacts the Client's Designated Employer Representative ("DER") or when the DER otherwise discovers the driver did not appear for a test. Client additionally understands and acknowledges that "actual knowledge" consists of the following four sub-categories of information: (a) Actual knowledge of a driver's on-duty use of alcohol; (b) Actual knowledge of a driver's use of alcohol in the four hours prior to duty; (c) Actual knowledge of alcohol use within eight hours post-accident; and (d) Actual knowledge of a driver's use of a controlled substance.

(8). Distributor agrees to report Driver Information to the Clearinghouse on behalf of the Client, subject to the following provisions:

(a). Client shall notify Distributor by the close of the second business day of Client's receipt of Driver Information by placing an order with Distributor using Distributor's Platform or in a manner otherwise agreed to between the parties in writing and Distributor shall report such Driver Information to the Clearinghouse by the end of the third business day following the Client's receipt of the Driver information.

(b). If Client provides Driver Information to Distributor after the close of the second business day but before the end of the third business day, Distributor shall make reasonable efforts to report the Driver Information to the Clearinghouse in a timely manner; however, Distributor cannot guarantee that the Driver Information will be reported to the Clearinghouse before the three-business-day deadline.

(c). Client understands and acknowledges that the FMCSA requires Client to report Driver Information to the Clearinghouse by the close of the third business day following the date on which the employer obtained such Driver Information. Client may still report Driver Information even if the three-day deadline has passed; however, the Clearinghouse will capture the date the Driver Information was reported to the Clearinghouse and this information may be reviewed during an investigation of the Client's operations and compliance with the FMCSA Regulations. If Client provides Driver Information to Distributor after the close of the third business day following the Client's receipt of such information, Distributor shall make reasonable efforts to report the Driver Information to the Clearinghouse in a prompt manner.

(d). When requesting Distributor to report Driver Information to the Clearinghouse on its behalf, Client shall provide Distributor with the following information:

(i) The driver's name, date of birth, CDL# and state of issuance; and

(ii) The employer's name, address and US DOT#.

(e). When requesting Distributor to report alcohol concentration of 0.04 or greater; a negative return-to-duty test; a refusal to take an alcohol test; a refusal to submit to a drug test; or an employer's report of completion of follow-up testing prescribed in a SAP report to the Clearinghouse on its behalf, Client shall additionally provide Distributor with the following information:

(i) the reason for the test;

(ii) the date of the test;

(iii) the date the result was reported to the employer; and

(iv) the test result, which must be one of the following: (1) Negative (Return to Duty Tests only); (2) Positive; or (3) Refusal to test.

(f). When requesting Distributor to report a refusal to take an alcohol test or a refusal to submit to a drug test, Client shall additionally provide Distributor with the following information:

(i) documentation showing the driver was notified of his requirement to appear at the test site, including the time, date, and location the employee was directed to appear;

(ii) documentation indicating the driver was terminated or resigned (if applicable); and

(iii) a certificate of service showing that the driver was provided with a copy of such documentation.

(g). When requesting Distributor to report the employer's actual knowledge of a driver's violation to the Clearinghouse on its behalf, the Client shall additionally provide the following information to Distributor:

(i) the date the Client obtained actual knowledge of the violation;

(ii) witnesses to the violation, if any, including contact information;

(iii) a written description of the violation;

(iv) evidence supporting each fact alleged in the description of the violation, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to § 382.121), correspondence, or other documentation; and

(v) a certificate of service or other evidence showing that Client provided the driver with all of such documentation.

(9). Client understands and acknowledges that the FMCSA requires anyone reporting information to the Clearinghouse to do so truthfully and accurately and the FMCSA Regulations prohibit anyone from reporting false information, inaccurate or misleading information, or information that *should* be known to be false or inaccurate, and Client hereby agrees to only request Distributor to report Driver Information that the Client reasonably believes to be truthful and accurate.

(10). Client affirms that it shall continue to remain ultimately responsible in accordance with the FMCSA Regulations for the reporting of Driver Information and other responsibilities designated to employers by the Regulations.

6.6. **Employer Certification**. Client hereby affirms that its § 601 DOT Employer Policy complies with the FMCSA's Drug and Alcohol Clearinghouse Regulations.

6.7. **Data Storage**. The Client understands and acknowledges that Distributor shall not be responsible for storing Client's data gathered or provided to Client pursuant to this Agreement. Client shall be responsible for downloading and saving any Clearinghouse-related information from Distributor's Platform for its own use and storage.

6.8. **Limited Warranty**. Distributor represents and warrants to Client that: (a) it shall perform the DOT Clearinghouse C/TPA Services in a professional and workmanlike manner using personnel of required skill, experience, and qualifications and in accordance with generally recognized industry standards and in compliance with terms of this Agreement; and (b) it shall devote adequate resources to meet its obligations herein. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PART SEVEN: PUBLIC RECORD RETRIEVAL.

7.1. **Definitions**.

(1). RAP Sheet, also known as "Records of Arrests and Prosecutions": Shall refer to criminal history information obtained from databases maintained by state law enforcement or criminal justice agencies, including Criminal Offender Record Information reports prepared by the Massachusetts Department of Criminal Justice Information Services.

7.2. **Public Record Retrieval Service**. Distributor agrees to provide the administrative service of retrieving RAP Sheets and transmitting them to Client.

7.3. **Client Certification**. By placing an order for Public Record Retrieval Services, Client represents, certifies, and warrants that it is required by state law to obtain and possess said RAP Sheets.

7.4. **Not a Consumer Report**. The parties understand, acknowledge, and agree that RAP Sheets are not consumer reports, that neither Distributor nor Supplier is functioning as a consumer reporting agency in providing this Service, and that information contained in RAP Sheets will not be used or incorporated into Supplier's consumer reports.

7.5. **Storage**. As a third-party administrator, neither Distributor nor Supplier stores, archives, or otherwise keeps or maintains copies of RAP Sheets. RAP Sheets shall be deleted upon transmitting them to the Client.

PART EIGHT: DOCUMENT MANAGEMENT SERVICE.

8.1. **Definitions**.

(1). Compliance Documents: Shall refer to those documents and forms submitted by Client for upload and use by Client in Distributor's Platform, including, but not limited to, FCRA adverse action letter templates, FCRA Disclosures and

Authorizations; various state law consumer reporting notices, disclosures, and authorizations; criminal history inquiry notices and queries; general employment-related notices, disclosures, and consents, including equal employment opportunity notices, etc.

8.2. **Document Management Service**. Distributor grants to Client a non-exclusive, limited, revocable, non-transferable sub-license to upload, host, use, and store Compliance Documents on Distributor's Platform for the duration of the term of this Agreement. Client is solely responsible for the content of its Compliance Documents, and it is solely responsible for keeping these documents up to date as laws, regulations, and case law evolves. Distributor will not amend, modify, or update Client's Compliance Documents. Client is responsible for assuring that its documents have been uploaded correctly to the Platform and Client shall monitor the Platform to confirm the Compliance Documents are functioning as intended.

8.3. **Limited Warranty**. Distributor warrants that the Platform shall substantially provide the function of managing documents electronically. This limited express warranty is in lieu of all other warranties, expressed or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. This warranty does not cover service outages or other failures by third parties retained by Distributor, including for software, data hosting, or the provision of data center or telecommunication facilities.

8.4. **Limited Remedy**. If the Platform fails to operate substantially as warranted herein, Distributor's sole obligation, and Client's sole and exclusive remedy, shall be as follows: Distributor will use commercially reasonable efforts to correct the problems or errors that caused the Platform to fail to operate or perform as warranted.

WHEREFORE, intending to be legally bound by the terms and conditions set forth hereinabove, as well as the terms and conditions set forth in the Price Schedule attached hereto, the parties have caused their duly appointed representatives to execute this Agreement on their behalf.

CLIENT: _____

_____

Authorized Representative:
Title:
Date:
Address:

DISTRIBUTOR: _____

_____

Authorized Representative:
Title:
Date:
Address:

APPROVED:

SUPPLIER: ESSENTIAL RESOURCE GROUP, INC., D/B/A ESSENTIAL SCREENS

_____

Authorized Representative:
Title:
Date:
Address: 1828 N. Webb Rd., Grand Island, NE 68803