

SERVICE AGREEMENT

PLEASE READ THIS SERVICE AGREEMENT AND INDICATE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS BY SIGNING THE AGREEMENT

Use of www.IntelliCorp.net is subject to the following terms and conditions, in addition to the terms and conditions of any signed agreement in place between IntelliCorp Records, Inc. (“IntelliCorp”) and Customer pertaining to use of www.IntelliCorp.net. *To the extent any term and/or condition of this Service Agreement conflicts with any signed agreement pertaining to the Services accessed through www.IntelliCorp.net the provisions of that signed agreement shall control.*

The following terms and conditions govern the use of the IntelliCorp’s services, including the online services available at www.IntelliCorp.net and the materials, information, products or records available therein (collectively the “Services”). Other provisions that govern the use of the Services are set forth in the applicable price schedule, the applicable product Addendum, if any, the specific Services, online descriptions, online notices, the User Manual and such other notification that may be available (collectively 'Additional Terms'), all of which are incorporated by reference into these General Terms and Conditions. These General Terms and Conditions, including the pricing, charges, Services and payment terms may be changed from time to time by IntelliCorp or its third party suppliers.

Customer understands and acknowledges that all or any portion of Services marked as “Non-FCRA,” “Not For FCRA Use,” or similar language is not a “consumer report” as that term is defined in the Fair Credit Reporting Act (“FCRA”) and may not be used for any permissible purpose under the FCRA. Such reports may contain information on a person who is not the subject of the inquiry and may contain information that is out of date. Customer commits that it will not use Services so marked for employment screening, tenant screening, credit screening, insurance underwriting or any other FCRA purpose without first updating and verifying any adverse information at the data source.

1. **Services.** Customer hereby requests the Services and warrants that this request is made by its authorized representative. Customer hereby authorizes IntelliCorp to perform searches on Customer’s behalf or upon Customer request to monitor sessions and activities in the Services. Services and features may be added to, withdrawn from, changed or restricted from the Services by IntelliCorp without notice. Continued use of the Services by Customer following any change constitutes acceptance of the change.
2. **License and Scope of Use.** Customer is granted a nonexclusive, nontransferable, limited license to access and use for internal purposes the Services. This license extends to use and access to all of Customer’s offices, locations and branches provided each agrees to be bound by the terms and conditions contained herein.

Customer is prohibited from selling, transferring, publishing, distributing, or sublicensing the Services or any information retrieved from the Services. Customer may not directly or

indirectly compile, store, or maintain any information retrieved from the Services to develop its own source or database.

3. **Term and Termination.** This Agreement shall continue until terminated. Either party may terminate this Agreement if the other party materially violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from the other party or if the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority. IntelliCorp may terminate this agreement if Customer defaults in the payment of any fee(s) due hereunder or without prior notification, terminate Customer's access to the Services if IntelliCorp is no longer authorized by a third party provider (s) to deliver the Services, or if directed by a third party provider. Customer may terminate its access to the Services with prior written notice to IntelliCorp if any change in services is unacceptable. IntelliCorp or its suppliers may suspend, disrupt, terminate or discontinue providing the Services to Customer with or without notice.

4. **Access To Services.**

- a. Customer will be provided a unique personal Identification Number ('ID') from IntelliCorp to access and use the Services which must be kept confidential. The Customer's key contact will provide each of the Customer's employees with an ID for accessing the Service. Customer and its employees shall only access the Services through use of the assigned sign-on IDs. Each ID will be for the personal use of a single employee only. Customer shall not distribute or divulge a valid sign-on ID and/or password to anyone except to its employees. Customer is responsible for all charges as they relate to the use and activity charged to its sign-on IDs. IntelliCorp retains the right to change any sign-on ID and/or password at its discretion and notify Customer sufficiently in advance so as not to interfere with Customer's authorized continuous use of the Service(s). Access to Services must be discontinued simultaneously for any employee, with the end of that employee's employment with Customer. Customer shall be liable, and indemnify IntelliCorp, for all fees and all loss or damage caused by or resulting from the continued use of Customer's sign-on ID(s) by terminated employees. Customer agrees to immediately notify IntelliCorp if a security breach occurs or if the Customer suspects that a security breach may have occurred.
- b. To the extent the Services provided hereunder are accessed electronically, third-party software, sometimes called "spyware", can infect a user's computer and capture data without permission. IntelliCorp is not responsible if any confidential data of Customer or its agents is compromised in this manner. In order to protect its own data, IntelliCorp reserves the right, without prior notice, to suspend access to any IntelliCorp web application by any user or agent whose computer is infected in this manner until the infection is removed. IntelliCorp will make reasonable efforts to notify the Customer beforehand, but circumstances may require prompt action.

5. Usage of Services.

- a. The Customer shall ensure that it obtains a signed authorization and release from the subject of their search PRIOR to running a search, if the search is for employment, housing or other purpose covered by the FCRA. Customer agrees to keep copies of these releases for five (5) years and to provide copies of signed releases to IntelliCorp when requested by IntelliCorp.
- b. Customer certifies that it will request, receive and use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act (“FCRA”) and its state equivalents, the Driver’s Privacy Protection Act 18 U.S.C. §2721 et seq., (“DPPA”) and its state equivalents, the Gramm-Leach-Bliley Act (“GLB”) and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as “The Laws”).
- c. Customer accepts the responsibility of understanding and for staying current with all applicable employment-related laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as “Specific State Forms”) applicable to Services. Customer hereby certifies that it has filed all applicable Specific State Forms required by individual states and that Customer agrees that if it receives Services from a State requiring a Specific State Form, it will execute a copy of the appropriate Specific State Form and provide a copy to IntelliCorp.
- d. Customer certifies that it shall use the Services: (a) solely for the Customer’s certified use(s), and (b) solely for Customer’s exclusive one-time use. Customer shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting, or otherwise providing information obtained under this Agreement to any other party, whether alone, or in conjunction with Customer’s own data, or otherwise in any service which is derived from the consumer reports.
- e. The Services shall be requested by, and disclosed by Customer only to Customer’s designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Services in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

- f. The Customer shall use Services only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that may disclose the Report to the subject of the report or as required by law.
- g. The Customer shall not use any data received for marketing purposes.

6. Customer Obligations For Consumer Reports. Customer have the following obligations:

- a. Customer must certify their identity, their permissible purpose, and that the information obtained will be used for no other purpose.
- b. Customer certifies that it has given proper disclosure to and obtained authorization from subject prior to ordering a report.
- c. Customer will comply with FCRA adverse action procedures if action is taken in whole or in part on the basis of information contained in a customer report that is adverse to the interests of a consumer other than for employment purposes. The Customer shall:
 - i. Provide oral, written, or electronic notice of adverse action to the consumer;
 - ii. Provide to the consumer written or electronic disclosure of a numerical credit score as required by law;
 - iii. Provide the name, address, and telephone number of the consumer reporting agency that furnished the report;
 - iv. Provide a statement that the consumer reporting agency did not make the decision to take adverse action and is unable to provide the consumer the specific reason why adverse action was taken; and
 - v. Provide consumer with notice of the consumer's right to obtain a free copy of the consumer report and the right to dispute the accuracy of the report.
- d. Customer will properly dispose of any information obtained under this Agreement in accordance with applicable legal and regulatory requirements.

7. Customer Obligations for Investigative Consumer Reports. Customer have the following obligations:

- a. If an investigative consumer report is obtained, Customer must clearly and accurately disclose to consumer that it will obtain information regarding the

consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable may be made.

- i. This disclosure must be in writing mailed, or otherwise delivered to the consumer, not later than three days after the date on which the report was first requested;
 - ii. Include a statement informing the consumer of his/her right to request the nature and scope of the investigation and a copy of the consumer rights notice, in a format approved by the Consumer Financial Protection Bureau.
 - b. Customer must certify to IntelliCorp that it has made the above disclosures outlined in 7(a)(i) and will comply with 7(a)(ii).
 - c. Customer will comply with FCRA adverse action procedures if action is taken in whole or in part on the basis of information contained in a customer report that is adverse to the interests of a consumer other than for employment purposes. The Customer shall:
 - i. Provide oral, written, or electronic notice of adverse action to the consumer;
 - ii. Provide to the consumer written or electronic disclosure of a numerical credit score as required by law;
 - iii. Provide the name, address, and telephone number of the consumer reporting agency that furnished the report;
 - iv. Provide a statement that the consumer reporting agency did not make the decision to take adverse action and is unable to provide the consumer the specific reason why adverse action was taken; and
 - v. Provide consumer with notice of the consumer's right to obtain a free copy of the consumer report and the right to dispute the accuracy of the report.
 - d. Customer will properly dispose of any information obtained under this Agreement in accordance with applicable legal and regulatory requirements.
8. **Customer Obligations When Consumer Reports Are Obtained For Employment Purposes.** In ordering a Consumer Report for employment purposes, Customer certifies to the following:
 - a. Customer is an authorized business permitted to request and receive a Consumer Report under the FCRA and has a need for such information in connection with

the evaluation of individuals for employment, promotion, reassignment or retention as an employee (“Consumer Report for Employment Purposes”).

- i. Customer shall request a Consumer Report for Employment Purposes pursuant to procedures prescribed by IntelliCorp from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
 - ii. Customer certifies that it will not request a Consumer Report for Employment Purposes unless it has obtained : (a) a clear and conspicuous written disclosure first made to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; (b) the consumer has authorized in writing the procurement of the report; and (c) information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
 - b. Customer certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with: (a) a written notice of preliminary adverse action; (b) a copy of the Consumer Report for Employment Purposes; and (c) a copy of the consumer rights notice, in the format approved by the Consumer Financial Protection Bureau.
 - c. Customer certifies after adverse action is taken, it will provide consumer with: (a) a written notification of that adverse action and (b) a copy of the consumer rights notice, in the format approved by the Consumer Financial Protection Bureau.
9. **Fee.** Customer agrees to pay IntelliCorp all fees invoiced for the Services within thirty (30) days of receipt of the invoice. Such fees may include, but not be limited to, a non-refundable activation fee, a monthly service charge, court fees and a transactional search fee for each search, query or inquiry of the Services. Customer is responsible for and shall pay all fees associated with the use of the Services. Fees are nonrefundable unless otherwise indicated in writing. IntelliCorp reserves the right to amend the fees due on prior notice to Customer. Except for taxes based on IntelliCorp’s income, Customer shall be responsible for payment to IntelliCorp of all federal, state and local sales, excise, use or similar taxes in connection with Customer’s licensing or use of the Services hereunder. Licensee shall pay IntelliCorp interest on all charges not paid within thirty (30) days at the rate of one percent (1%) per month or the maximum interest permitted by law, whichever is less.
- a. If Customer makes Payment by credit card and the Customer authorizes IntelliCorp to charge all Fees directly to the credit card provided, as they are incurred or become due pursuant to the attached form.

- b. For accounts that are invoiced, Customer authorizes IntelliCorp to charge all past due accounts said account.
 - c. IntelliCorp may suspend, disrupt or terminate Customer's access to the Services, its account and any ID issued to Customer if payments to IntelliCorp for the services provided become past due.
10. **No Warranty.** Customer warrants to the data suppliers and IntelliCorp that Customer proceeds at its own risk in choosing to rely upon the services in whole or in part. Customer agrees that the data suppliers assume no responsibility for the accuracy of the information, errors that occur in the conversion of data or for Customer's use of the information. Neither the third-party data suppliers, nor any third-party data suppliers to them (for purposes of indemnification, warranties and limitations on liability the third-party data suppliers and their data suppliers are hereby collectively referred to as third-party data providers), shall be liable to Customer for any loss or injury arising out of or caused in whole or in part by third-party data suppliers' acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.

ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY, TIMELINESS, CURRENTNESS OR COMPLETENESS. NEITHER INTELICORP OR ITS THIRD PARTY SUPPLIERS OR PROVIDERS MAKE REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES, INFORMATION IN THE SERVICES DELIVERED OR THE MEDIA OR MEDIUM ON OR THROUGH WHICH THE SERVICES ARE DELIVERED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY INTELICORP'S ACTS OR OMISSIONS WHETHER NEGLIGENT OR OTHERWISE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES OR INFORMATION THEREIN. NEITHER INTELICORP NOR ITS THIRD PARTY SUPPLIERS/PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS CUSTOMER MAY REACH FROM USE OF THE SERVICES.

11. **Limitation Of Liability.** Neither IntelliCorp or its third party suppliers/providers shall be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) errors in or omissions from the Services available or not included therein, (b) the unavailability or interruption of the Services, (c) use of the Services (regardless of whether Customer received any assistance from IntelliCorp or any supplier/provider in

using the Services), (d) Customer's use of any equipment in connection with the Services, (e) the content of the provided through the Services, (f) any delay or failure in performance beyond the reasonable control of a IntelliCorp or any provider/supplier, (g) use of the content provided by the Services, or Authorized Printouts by an authorized individual, user or organization, authorized user or other third parties.

- a. As referred to in this agreement Supplier/Provider means (a) the provider of the Services (IntelliCorp Records, Inc.), its affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assign of the provider of the Services or its affiliates; and (b) each third party supplier of Services, their affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assignee of any third party supplier of Services or any of their affiliates.
- b. THE AGGREGATE LIABILITY OF THE SUPPLIER/PROVIDER IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU MAY HAVE AGAINST ANY COVERED PARTY. THE SUPPLIER/PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WITH RESPECT TO THE SERVICES DELIVERED OR THE MEDIUM OF DISTRIBUTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE OR IN ANY WAY DUE TO OR RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES.
- c. Customer agrees to indemnify, defend and hold harmless Supplier/Provider from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of or in connection with any act under or in violation of this agreement resulting from the use, disclosure, sale or transfer of the services or by virtue of Customer's use of the Services or any information obtained from Services or through use of the Services, either directly or indirectly.
- d. Supplier/Provider does not dispense legal advice through any interaction with Customer. Any information provided is based on industry best practices. Customer is encouraged to consult legal counsel regarding any adjustments that should be made to its practices/procedures.

12. **Records, Audit and Credentialing**, Customer must maintain all records related to its order, purchase and use of the Services for a period of five (5) years from the date the Services are requested. The information retained and reports pursuant to this Section shall include, but not be limited to: the request date, requested individual, requestor, and permissible purpose for the request, a signed release/authorization from individual about

whom the request is made each time a request is made for employment purposes, and any other information sufficient to verify that the ordering and use of the Service complies with the terms of this Agreement (collectively the 'Reports'). The Reports shall be made immediately available to IntelliCorp for review and copying upon request or to any government authority upon request.

- a. Customer shall keep accurate records and accounts in accordance with standard business and accounting practices. From time to time, not to exceed two (2) times per year, during regular business hours and upon at least ten (10) days prior written notice, IntelliCorp shall have the right to audit, at its expense, the books and records of Customer to confirm compliance with the terms of this Agreement . Customer will provide full reasonable cooperation, and assure full reasonable cooperation by its employees in connection with such audits. Customer will provide IntelliCorp access to such properties, records and personnel as IntelliCorp may reasonable require for such purpose.
- b. Customer understands and acknowledges that various laws require IntelliCorp to safeguard information which insurers, customers and other third parties entrust into IntelliCorp's care. IntelliCorp maintains strict privacy and security polices to ensure that access to and use of said information is limited to authorized users and permitted purposes.
 1. In accordance with these policies, IntelliCorp is required to verify that entities receiving its Services are, in fact, approved and authorized to receive the specific the product, content or service in question. Therefore, IntelliCorp requires and Customer agrees to (i) fully cooperate with IntelliCorp in connection with any pre-service review of Customer prior to permitting Customer to access or obtain information from IntelliCorp under this Agreement; and (ii) fully cooperate with IntelliCorp's continued monitoring of Customer including the recertification of Customer's credentials and usage patterns on a periodic basis to assure continued compliance with this Agreement and IntelliCorp's privacy and security policies.
 2. Pre-service review may include but not be limited to a verification of Customer's type of business; confirmation that the stated permissible purpose for obtaining products is compatible with the type of business conducted by Customer; conducting a physical inspection of Customer's premises to assure that it is a legitimate business facility, including the confirmation that advertisements and posted signs are compatible with Customer's purported business and purposes; verifying the financial status of Customer; and verifying Customer's business references, business phone and address records and web pages through the use of recognized third parties

13. **Property.** Nothing contained herein shall be construed as conferring upon Customer or any user any license or right under any patent, copyright or trademark of IntelliCorp or any third party. Customer acquires no proprietary interests in the Services or copies thereof. All right, title and interest (including all copyrights and other intellectual

property rights) in the Services (in both print and machine-readable forms) belong to IntelliCorp its suppliers or providers. Except as specifically provided herein, you may not use the Services in any fashion that infringes the copyrights or proprietary interests therein. You may not tamper with, alter or change any records or information from the Services.

14. **Notices.** Except as otherwise provided herein, all notices and other communications hereunder may be in writing or displayed electronically in the Services by IntelliCorp or its suppliers. All notices hereunder shall be in writing and shall be deemed to have properly been given when delivered in person to the party, or when deposited in the United States mail, postage prepaid and properly addressed to the party notified at the addresses set forth below, unless written notice of change of address shall have been received prior thereto.
15. **Assignment.** Customer may not assign its rights or delegate its duties under this agreement without the prior written consent of IntelliCorp.
16. **Relationship of the Parties.** The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The Parties will perform their obligations hereunder in a professional and business like manner.
17. **Amendments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall constitute the entire agreement between the parties and supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto between the parties. This Agreement may be modified only by written agreement, signed by the parties.
18. **Waiver.** The failure of IntelliCorp or any third party supplier of Services to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later date. Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.
19. **No Breach or Violation.** Each party warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract other agreement or instrument to which the party is a party or by which the party is bound or affected, or (b) any law, statute or regulation or any

injunction, order, award, judgment, decree of any government agency or authority or court to which the Party or its assets are subject. Each party warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement. No legal proceedings have been threatened or brought against a party that could threaten performance of this Agreement and entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation, or order by any court of competent jurisdiction.

20. **Other Agreements.** Each party warrants that it is not bound by any agreement or instrument with a third party that, individually or in the aggregate, impairs or adversely affects in any material way, or to the best of its knowledge, creates a conflict of interest that interferes or could reasonably be expected or be anticipated to interfere with its ability to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

_____	IntelliCorp Records, Inc. (“IntelliCorp”)
(Customer)	
Signed: _____	Signed: _____
Name: _____	Name: <u>Todd R. Carpenter</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____
Address: _____	Address: 3000 Auburn Drive
_____	Suite 410
_____	Beachwood, OH 44122