

**THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between National Center for Safety Initiatives LLC, a Delaware LLC, with offices at Cleveland Ohio and Marietta, Georgia (“Company”) and the client (“Client”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).**

## **General**

Client represents that it is a legal entity in good standing with a legitimate permissible purpose for requesting the services (hereinafter “Services”) described on Schedule A-Screening Program Description and Pricing attached hereto and made a part hereof offered by Company and subscribed to by the Client.

In connection with the Services provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely information products to assist Client in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Client understands that these information sources and resources are not maintained by Company. Therefore, Company cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

## **Warrants**

In the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. Client understands that Company will furnish to law enforcement any information contained within the subject’s file to assist in the apprehension of the subject. Additionally, Company may contact Client, and Client agrees to release to Company, any and all information Client may have which will further the apprehension of the wanted individual.

## **General Provisions**

Client agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. Client may not assign or transfer this Agreement without the prior written consent of Company. In addition, Client shall immediately notify Company of any of the following events: change in ownership of Client (over 50%), a merger, change in name or change in the nature of Client’s business. The parties understand that this Agreement is for the sole benefit of Company and Client and no third party shall be deemed a third party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties Georgia law shall guide the interpretation of this Agreement, if such interpretation is required. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of Client and an officer of Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If Client is permitted to request consumer reports for employment purposes via Company’s website, then, in addition to all other obligations, Client agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use Client’s Internet access to obtain reports for improper, illegal or unauthorized purposes. Client agrees to obtain the consumer’s electronic consent to receive any legal or other notices electronically. Client agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of

applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

### **Confidentiality**

Except as required to comply with the Open Records Act, neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

In connection with Services, Client may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names, software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively "Proprietary Intellectual Property." Client acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. Client further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company's Proprietary Intellectual Property.

### **Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

### **Fees and Payment**

Client agrees to pay nonrefundable fees and other charges or costs for Company background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Company in servicing Client, may be passed on to Client in accordance with the Client's pricing program with the Company. At Company's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Company's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1.5 % per month, as allowed by applicable law. Any concerns regarding invoices or line items must be brought to the attention of Company's billing department within thirty (30) days of the date of such invoice. A \$25 fee will be charged on all returned checks and non-sufficient funds.

If the account goes to collection, Client agrees to pay all collection expenses, including reasonable attorneys' fees and court costs. Client agrees that prices for services are subject to change without notice, although Company will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Company

### **Warranties, Remedies, and Limitation of Liability**

NCSI represents it shall comply with its obligations under all applicable law and to have reasonable procedures in place to assure maximum possible accuracy about the individual whom the screening report relates.

Client understands that Company obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Client "AS IS". Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet Client's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties and that the information that Company discovers with respect to the subject of the screening report is subject to the reporting limitations of the FCRA and other applicable law.

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN TORT, CONTRACT, EQUITY, NEGLIGENCE, OR OTHERWISE FOR ALL EVENTS, ACTS OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (I) A PARTY'S OBLIGATIONS OF INDEMNIFICATION; OR (II) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Company does not guarantee Client's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports. Client understands that any documents, information, conversations or communication with Company's representatives regarding searches, verifications or other services offered by Company are not to be considered a legal opinion regarding such use. Client agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of Client not Company.

### **Term and Termination**

The term of this Agreement shall begin on the date it is executed by Client and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party at least sixty (60) days prior to end of term.

Except as otherwise provided for herein, either party may cancel this Agreement by giving at least sixty (60) days written notice to the other party. If Client desires to terminate this Agreement, Client agrees that it will pay Company for all services that have been provided prior to the effective date of termination. Company may terminate or revise the provisions of this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. Termination of this Agreement by either party does not release Client from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the

default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

During the term of this Agreement, Company will be the exclusive provider to the Client except for services not provided herein.

#### **Force Majeure**

Client agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Company from meeting its obligations under this Agreement.

#### **Waiver**

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver or subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

#### **Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

#### **Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

**[Signatures on Following Page]**

