



A Verisk Business

# iiX, A Verisk Analytics Business Employment Subscription Agreement

1. Please provide all requested information below *(PLEASE TYPE OR PRINT)*.
2. Agreement must be signed by an owner, officer, director, partner, principal, or other representative legally authorized to bind the business.
3. Make copies for your files, sign, and return a copy to iiX to the address or fax listed at bottom of page.

ONE of the following **MUST** accompany this agreement: A CURRENT AND VALID BUSINESS LICENSE, OR A COPY OF ONE OF THE FOLLOWING dated within the last 24 months : CURRENT STATE SALES AND USE TAX CERTIFICATE, OFFICIAL FEDERAL TAX DOCUMENTS - 940, 941, OR FEDERAL TAX RETURN (W-9 is not acceptable).

Decline Automatic State Database Search - MO only

<u>COMPANY INFORMATION</u>	
<b>LEGAL NAME:</b> _____	<b>FED TAX ID:</b> _____
<b>DBA:</b> _____	<b># of employees:</b> _____
<b>DESCRIPTION OF BUSINESS:</b> _____	<b>BUSINESS DOCUMENT ATTACHED</b> (check one): <input type="checkbox"/> 940, 941 or Federal Tax Return <input type="checkbox"/> Business License <input type="checkbox"/> State Sales and Use Tax Certificate <input type="checkbox"/> Other Business Document
<b>WEBSITE:</b> _____	
<b>REASON FOR ORDERING SERVICES</b> (check all that apply) : <input type="checkbox"/> Employment purposes (current or prospective employees) <input type="checkbox"/> Other purposes (please explain): _____	
<b>MAILING ADDRESS:</b>	<b>PHYSICAL ADDRESS</b>
ADDRESS 1 _____	ADDRESS 1 _____
ADDRESS 2 _____	ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____
<b>LOCATIONS</b> (attach list if needed): _____	
<b>BUSINESS LOCATION:</b> <input type="checkbox"/> COMMERCIAL (office or building) <input type="checkbox"/> RESIDENTIAL (home-based or zoned residential)	
<u>CONTACT INFORMATION</u>	
<b>PHONE NUMBER:</b> _____ / _____ <span style="margin-left: 20px;">BUSINESS                      ALTERNATE</span>	<b>FAX NUMBER:</b> _____ / _____ <span style="margin-left: 20px;">BUSINESS                      ALTERNATE</span>
<b>PRIMARY CONTACT:</b>	<b>BILLING CONTACT:</b>
<b>NAME:</b> _____	<b>NAME:</b> _____
<b>PHONE:</b> _____	<b>PHONE:</b> _____
<b>EMAIL:</b> _____	<b>EMAIL:</b> _____

**CALIFORNIA REQUESTER ID:** \_\_\_\_\_ (include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement)

<u>iiX USE ONLY</u>			
DATE: _____	ACCT TYPE: _____	SOURCE: _____	SLSP: _____
ACCOUNT ID: _____	DETAIL PAGE: _____	ACCESS FEE: _____	SETUP FEE: _____
REFERRAL: _____	RATE CLASS: _____		
SPONSOR ACCT TO BILL: _____	SPONSOR ACCT NAME: _____		
DIRECT BILL CODES: _____	VERIFIED DATE: _____	INITIALS: _____	
TERMS OF AGREEMENT: _____		ONSITE VISIT INITIALS: _____	

## Employment Subscription Agreement – Terms and Conditions

This subscription agreement (“the Agreement”) is entered into as of the date of execution below (the “Effective Date”), by and between ISO Claims Services, Inc., a Delaware corporation, through its Insurance Information Exchange unit (“iIX”), with offices at 1716 Briarcrest, Suite 200 Bryan, TX 77802, and \_\_\_\_\_ (Customer Name), a \_\_\_\_\_ (State) corporation/other entity with offices at \_\_\_\_\_ (City, State).

**1. SERVICES AND RATES.** iIX agrees to provide certain reports, records, products and/or services, including Motor Vehicle Reports (“MVRs”) and other employment screening reports, driver monitoring and analytic services (collectively, “Information Services”), for Customer under the terms and rates specified in this Agreement. The applicable Service Fee Schedules shall be attached to and made a part of this Agreement as Exhibit 1. MVR iIX state record fees and processing schedules are set forth in the MVR Turnaround and iIX Service Fee Schedules, attached to and made a part of this Agreement as Exhibit 2. iIX state record fees are subject to change at any time. **ALL iIX service fees are subject to change at any time and become effective during the billing period following notification.** The Information Services and other requests may be initiated and delivered by various client software packages as designated from time to time by iIX and will be billed on an iIX invoice.

**2. SOLE USE AND OUTSOURCING.** Customer warrants and agrees that the Information Services are to be used internally by Customer solely with respect to (i) the continued employment of current employees or (ii) offers of employment to prospective employees, unless further restricted by Specific State Forms (as defined below). Customer may deliver the Information Services to Customer’s employees and authorized users solely as needed to perform functions consistent with this Agreement’s purpose. All such individuals shall be subject to this Agreement’s terms and conditions and all applicable laws and regulations. Except as provided in Section 2.1, no one acting by or through Customer may sell, transfer, distribute, publish, disclose, display or otherwise make the Information Services available, in whole or in part, or any of the information in them, to any other person or entity, without the express written consent of iIX.

**2.1 Use of Outsourcing** Customer warrants and agrees that to the extent it has entered into or may enter into an arrangement with a third party to provide services on Customer’s behalf (“Outsourcer”) to process Information Services, the arrangement shall be consistent with this Agreement and solely for the purpose and benefit of Customer. The Information Services may be provided to Outsourcer solely to enable it to assist Customer under this Agreement, provided that Customer, (1) as appropriate, discloses to any affected consumer(s) that his/her information might be subject to outsourcing, including possible offshore access, and obtains the consumer’s permission for such access, and (2) requires such Outsourcer, in writing, to confirm that it will (i) use the Information Services solely on behalf of or for the benefit of Customer, (ii) abide by all Agreement terms and conditions regarding nondisclosure and use of the Information Services, and (iii) be subject to any applicable laws and regulations, including but not limited to those governing privacy and the use of Personal Information (defined below). A copy of the agreement between Customer and Outsourcer will be supplied to iIX upon iIX’s request.

**2.2 Prohibitions** Customer acknowledges that certain state and/or iIX data providers prohibit access to their information by any third party, including non-employees and outsourcers. Additionally, Customer acknowledges that certain state and/or iIX data providers may prohibit access to their information by offshore users. Customer agrees not to permit record access by any of its employees, authorized users, or Outsourcer in violation of any prohibition against third-party or offshore access to records, and agrees to be responsible for the use of the Information Services by its employees, authorized users, or Outsourcer in violation of this section. Customer acknowledges that any Pre-Employment Screening (“PSP”) records ordered through iIX are to be used only by the Customer directly involved in the hiring process of the applicant, and shall not be sold, assigned, or otherwise transferred or made available to any Outsourcer or third party.

Failure of Customer to comply in all respects with the requirements of this Section is a material breach of this Agreement. In such event, iIX may immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

### 3. RESTRICTIONS.

**3.1 Confidentiality** Customer acknowledges that in connection with this Agreement, it may receive Personal Information (defined below) and nonpublic Personal Information from state agencies, service bureaus, and/or other data providers. Personal Information is information that identifies an individual and includes, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver’s license number; or (i) any other information from or about an individual consumer that is combined with (a) through (h) above. Consistent with Section 2 of this Agreement, Customer agrees to treat as confidential all Personal Information received from or through iIX and to disclose such information only to those authorized who have a need to know such information to accomplish their duties. Customer and its authorized users shall not use Personal Information for any purpose except the purpose permitted by this Agreement.

**3.2 Compliance with Laws** Customer certifies that it shall order, receive, disseminate and otherwise use the Information 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”), the Driver’s Privacy Protection Act, 18 U.S.C. §2721 et seq. (“DPPA”), the Gramm-Leach-Bliley Act (“GLB”) and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, “The Laws”). Customer further certifies that before ordering Information Services, it will comply with any applicable consumer disclosure-authorization and

adverse action requirements under the FCRA and will not use any information contained in the Information Services in violation of any applicable federal or state equal opportunity law or regulation. Customer understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Customer shall be responsible for understanding and for staying current with all of The Laws. Customer further represents and warrants that it shall ensure the security and confidentiality of Personal Information in compliance with The Laws. iiX acknowledges that it has appropriate administrative, technical and physical safeguards, including data security safeguards, in place to protect Personal Information consistent with federal and state requirements applicable to it.

**3.2.1 Notification in Event of Breach or Misuse of Information** Customer will immediately notify iiX of any inadvertent or unauthorized release of any Information Service obtained under this Agreement or other security breach of Personal Information contained in any Information Service when Customer knows of such unauthorized or inadvertent release. Customer agrees to notify all affected consumers in writing that their Personal Information has been potentially compromised in the event of the Customer's or its authorized users', including any Outsourcer's, inadvertent or unauthorized release, misuse, or other security breach of Personal Information contained in the Information Services supplied to Customer. Customer shall retain documentation of such notification and provide it to iiX and governmental representatives immediately upon request.

**3.2.2 Monitoring Services** To the extent that Customer monitors driver activity by access to services offered by iiX, Customer agrees to comply with all applicable state and federal requirements and restrictions. These may include possible required confidentiality agreements from and background screening of employees and/or Outsourcers accessing the monitoring services and system and data security procedures to protect against misuse and unauthorized disclosure. Customer acknowledges that iiX relies on various data sources (i.e., state licensing agencies, courts, municipalities, etc.) to provide monitoring services and the quality, timeliness, and population coverage of these services may vary. iiX solely supplies a delivery platform for such monitoring services and has no control over the information provided by the data source. State monitoring procedures may prevent the immediate addition or removal of a driver from the monitoring service. Customer is responsible for all monitoring-related expenses incurred, including activity-based MVRs, until a monitored driver is removed from the monitoring service by the applicable state. Customer agrees that iiX shall have no liability of any kind in connection with the information returned by data sources, including but not limited to any false positives or improperly updated, incomplete, or erroneous information regarding driver activity.

**3.2.3 Customer-Defined Scoring of MVR Activity** Customer agrees that, by requesting access to the scoring capabilities within iiX offered Information Services, Customer assumes full responsibility for (i) defining the scoring format, whether by opting to apply the default criteria or a customized scoring criteria to the MVR, and (ii) for the application of the results obtained therefrom. Customer defined scoring shall occur and be applied to the MVR at the request of Customer independently of the MVR procurement process performed by iiX. Customer agrees that all employment decisions made based upon the Customer-defined scoring criteria applied to the MVR are deemed to be made solely at the discretion of Customer.

**3.2.4 Pre-Employment Screening Program ("PSP")** To the extent that Customer orders PSP records offered by iiX, Customer agrees to comply with all applicable data provider, state and federal requirements and restrictions. Customer acknowledges that PSP records may only be used only for pre-employment screening of its own Applicants, and not for any other purpose, nor shared with any other party. Customer acknowledges that iiX relies upon NIC Technologies, LLC, ('NICT') to provide online access to information supplied by government databases and information specifically including the PSP system. Customer acknowledges iiX solely supplies the delivery platform for PSP records and has no control over the information provided. Customer certifies that neither iiX, NICT, nor their agent(s) shall have liability of any kind in connection with the information provided by government maintained databases and information, including but not limited to improperly updated, incomplete, or erroneous information contained in PSP records.

Prior to making any request for an Applicant's information in the PSP system, Customer agrees to obtain the Applicant's signed authorization utilizing the FMCSA-required PSP Disclosure and Authorization, attached to and made a part of this Agreement as Exhibit 3. The PSP Disclosure and Authorization form must be used in whole, exactly as provided, to obtain the authorization of each Applicant who is the subject of a PSP report. The PSP Disclosure and Authorization form must be presented as one document and may not be combined with any other language or document. An Applicant's signed PSP Disclosure and Authorization form may only be used for a single PSP record request. Customer agrees to secure a unique, signed PSP Disclosure and Authorization form prior to any additional requests for an Applicant's PSP information. The Applicant's signed PSP Disclosure and Authorization form must be retained in compliance with Section 11.2 of this Agreement.

Customer will immediately notify iiX of any inadvertent or unauthorized release of any PSP record, including any litigation involving the content of the information furnished to Customer. Customer agrees to destroy a PSP record on any Applicant no later than three years after the hiring decision is made.

Customer agrees to the following regarding adverse action taken on an applicant based on information contained, in whole or in part, in the PSP record.

- a) If applicant applies in person: Prior to taking any adverse action on an applicant as a result of any portion of information that came from the PSP record, Company agrees to provide applicant with (1) a copy of the PSP record and (2) a copy of the applicant's rights under the Fair Credit Reporting Act ('FCRA'). If, after a reasonable amount of time following the provision of those items to the applicant, an adverse action is taken based on any portion of information that came from the PSP record, the applicant should be provided with a notice informing the applicant of the adverse action. Notice requirements are set forth below.
- b) If applicant applies by mail, telephone, computer, or other similar means: If Company elects to take adverse action on an applicant as a result of any portion of information that came from the PSP record, company must, within (3) business days of taking such action, provide notice informing the applicant of the adverse action. Notice requirements are set forth below. Applicant, after providing proper identification, may request from Company a free copy of the applicant's PSP record. The free copy must be supplied within three (3) business days of the applicant's request.
- c) Notice Requirements: Notices provided to applicants in the event of adverse action based on information contained, in whole or in part, in the PSP record, must provide the following:
  - 1) That the adverse action has been taken based upon information which came, or partly came, from the PSP record;
  - 2) The name, address, and telephone number of the U.S. Federal Motor Carrier Safety Administration, of the Department of Transportation, ("FMCSA-DOT") (which maintains the PSP database), Federal Motor Carrier Safety Administration, 1200 New Jersey Avenue SE, Washington, DC 20590, (800) 832-5660, TTY (800) 877-8339;
  - 3) That neither the FMCSA-DOT, NICT, nor iiX made the decision to take the adverse action and are unable to provide to the Applicant the specific reasons why the adverse action was taken;
  - 4) That Applicant may, if proper identification is provided, request from the Company a free copy of Applicant's PSP record;
  - 5) That Applicant has a right to dispute incomplete or inaccurate information in the Records by visiting <https://dataqs.fmcsa.dot.gov> and that ONLY FMCSA-DOT is authorized to receive disputes concerning the accuracy or completeness of PSP database information, conduct an investigation with respect to the disputed information, review all relevant information, and take any other action with respect to the dispute, including modifying, deleting, or permanently blocking the reporting of any item of information contained in the PSP database, and reporting the results of any dispute investigation to any consumer reporting agency that received the information.

**3.3. Customer Account Number and Passwords** iiX shall provide Customer with an account number and a password. Customer (a) acknowledges that it bears sole responsibility for protecting the account number and account password granted in connection with this Agreement; (b) shall not provide any such information to any third party, subject to Section 2 above, and (c) shall remain fully responsible and liable for any unauthorized use of any password or account number provided to Customer.

**3.3.1 ExpressNet Customer Requirements** iiX shall provide Customer with an account number and a password that Customer must use when registering the account for internet access to order Information Services. The iiX Password Policy requires that each individual who will be requesting services through ExpressNet be issued a unique user sign-on/password. One individual will function as the Administrator of the account. This person will be charged with creating, deleting, and maintaining user sign-on information in compliance with this Agreement's terms. The Administrator must provide iiX with a valid e-mail address and administrative password during registration of the account for ExpressNet. Specific details and requirements should be accessed on the iiX.com website.

**3.3.2 Information Updates** It is the Administrator's responsibility to keep all account information current and to promptly notify iiX of any changes.

**3.4 Specific State Forms** Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements, including any changes, supplements or amendments to them imposed by the states (collectively, "Specific State Forms") from which the Customer will order Information Services. Customer certifies that it has filed or will file all applicable Specific State Forms required by individual states. If Customer receives Information Services from a state requiring a state form, Customer agrees that it shall sign a copy of the appropriate state form and return it to iiX.

**3.5 Publications** Except as required for the employment purpose(s) for which information is obtained through iiX, under no circumstances shall Customer use or permit others to use any information provided through iiX's services for direct mail advertising or any other type of mail or mailings. Customer shall not disclose names, addresses, or other personal information acquired through services provided by iiX except as expressly permitted by this Agreement or Law. Additionally, Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address. Customer further warrants that telephone numbers submitted to iiX for reverse telephone append matching services will not be randomly generated or obtained by an automatic number identification system, except where a prior business relationship exists between Customer and the owner of such telephone number.

**3.6 Archiving** Customer and any of its authorized user(s), including any Outsourcer, shall not use Information Services supplied by or through iiX, or data derived from them, including any MVR data, to directly or indirectly compile, store, or maintain the Information Services or derivative data (independent of or commingled with other databases) to develop its own source or database of such services or data.

**3.7 Ownership.** Customer acknowledges and agrees that exclusive proprietary ownership of all information obtained through iiX's services reside with the state and/or iiX data provider from which the information originated.

**3.8 Other Restrictions** iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Services that it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Services.

**3.9 Interpretation** In the event that Customer and iiX disagree about the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to iiX's interpretation.

**3.10 Use of the Internet** Customer and any of its authorized user(s), including any Outsourcer, will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit Customer from transmitting such information over a secure network to Customer's authorized users with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.

Failure of Customer to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit iiX to immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

**4. WARRANTY AND INDEMNIFICATION.** Customer represents and warrants that any data, content or other materials provided by Customer to iiX are in compliance with all applicable laws and will not, when used by iiX, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless iiX, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney's fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by iiX, (ii) imposed by local, state or federal authorities, or (iii) claimed by any third party, that result from or arise out of Customer's failure to fully comply with the provisions of Sections 2, 3 and 4 or the use by Customer or its authorized users, including any Outsourcer, of the Information Services provided under this Agreement.

**5. PAYMENT.** Customer agrees to pay for all Information Services ordered and processed by or through iiX under the Customer's account number, except products billed to a sponsoring company under the direct bill option and paid by that company. iiX will invoice Customer monthly. Terms are DUE ON RECEIPT. **Payment must be RECEIVED by the 15th of the month following date of invoice.** Access privileges to the system will be suspended (including direct bill companies) if invoices are not paid when due. Past Due accounts will incur a finance charge of 1.5% monthly until paid. In addition to all other charges specified in this Agreement, Customer will assume responsibility for and pay all applicable state, local, federal or other taxes (exclusive of taxes based on iiX's net income) that result from this Agreement or the Information Services provided under it.

**6. DIRECT BILL.** iiX reserves the right to bill back to Customer and Customer agrees to pay any invoice not paid for by a sponsoring company for any reason. Rebilling will be at the volume rate for all products ordered in the month in which the Information Services were originally requested. iiX agrees to use reasonable efforts to collect past due amounts from the sponsoring company before billing back to Customer. Customer understands that direct bill authorization may be revoked at any time. Customer is responsible for entering the correct billing code before transmitting orders. iiX cannot change the billing code after the request has been received.

**7. TERMINATION.** Customer may terminate this Agreement at any time with thirty (30) days prior written notice to iiX. Customer agrees, however, to pay for all requests received by iiX prior to termination. Except as provided in Sections 2 and 3, iiX may terminate this Agreement or amend services provided under it by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate it without notice if the availability of an Information Service to iiX changes for any reason during the term of this Agreement.

#### **8. DISCLAIMERS.**

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO iiX FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT.

CERTAIN OF THE INFORMATION SERVICES PROVIDED UNDER THIS AGREEMENT ARE FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES, SERVICE PROVIDERS, AND OTHER SERVICE BUREAUS (COLLECTIVELY, "DATA PROVIDERS"). THE INFORMATION SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS DATA PROVIDERS IN ANY WAY WARRANTS OR ASSUMES ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION SERVICE PROVIDED UNDER THIS AGREEMENT.

AT THE DIRECTION OF THE CUSTOMER, WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE OR HISTORY FILES. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT STATE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE.

NEITHER iiX NOR ITS DATA PROVIDERS ASSUMES RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL iiX'S OR THE

APPLICABLE DATA PROVIDER'S LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO iiX BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

**9. CREDENTIALING.** Credentialing is the process for verifying that entities are legitimate and their purpose for the use of the Personal Information is authorized.

**9.1 Pre-Service Review** iiX will verify Customer's identity and permissible purpose to request Information Services through a certification or pre-service review. This review may include but not be limited to a verification of the type of business, confirmation that the stated permissible purpose for obtaining the product or service is compatible with the type of business conducted, conducting a physical inspection of the premises to assure that it is a legitimate business facility, verification of specified credentials, and verification of business phone and address records and web pages through the use of recognized third parties. Customer agrees to cooperate fully with any certification process or pre-service review prior to iiX permitting access to Information Services.

**9.2 Credential Monitoring** Customer further agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials and update of this Agreement. iiX reserves the right to make such requests as it deems necessary. Failure to comply could result in restriction or termination of access to Information Services.

**10. AUDIT.** Upon receipt of iiX audit requests, Customer agrees to respond within the time period specified in the audit notice or request for information. Customer shall provide all documentation as requested. This information shall be made available to iiX for review and copying upon iiX's request or to any governmental authority upon request. Access privileges to the Information Services will be suspended upon failure to comply with such requests. Customer agrees that it will not obstruct a governmental authority's audit at the Customer's site in connection with the ordering or use of Information Services.

**11. RETENTION OF INFORMATION.**

**11.1. Retention of Information Services** Customer and its authorized users, including any Outsourcer, shall promptly and adequately destroy the Information Services (including MVRs) in its/their possession when they are no longer required for the purpose as stated in this Agreement.

**11.2. Retention of Requestor Information** Customer must maintain records identifying each person or entity that receives the Personal Information and the permitted purpose for which the Personal Information will be used. These records must be retained for a period of (5) five years and shall include, but not be limited to, the: request date, requested individual, requestor, permissible purpose for each Information Service, and, as appropriate, signed disclosure/authorization forms from affected consumer(s).

**11.3 Destruction of Information** All documents containing Personal Information that have been obtained from or through iiX must be properly disposed of by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This would include, but not be limited to, implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, erasing, or shredding of papers or records containing such information so that the information cannot practicably be read or reconstructed. Electronic files or media containing Personal Information must be destroyed or erased so that the information cannot be read or reconstructed.

**12. INDEPENDENTLY CONTRACTING PARTIES.** The relationship of the parties shall be that of independently contracting parties. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

**13. NOTICES.** Notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, notices to Customer sent by email to Customer's email address identified in this Agreement shall be effective when sent. Customer shall notify iiX of any changes in Customer's email address.

**14. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

**15. FORCE MAJEURE.** Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to timely perform, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

**16. MISCELLANEOUS.** This document and any amendments as well as the Exhibits referenced in this Agreement and all documents referred to in its Exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all other communications, whether written or oral. Except as set forth in Section 3.7, this Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision in this Agreement in one instance shall not preclude its enforcement in the future. Headings are for reference purposes only and have no substantive effect.

**17. SEVERABILITY.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, and the remainder of this

Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained in the Agreement.

18. **SURVIVAL.** The provisions of Sections 2, 3, 4, 5, 8, 10, 11, 13, 14, 15, 16, and 17 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

19. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall take effect as an original and all of which together shall evidence one agreement.

20. **ASSIGNMENT.** Customer shall not assign or subcontract this Agreement without the prior written permission of iiX and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective permitted transferees, successors and assigns.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS. THE UNDERSIGNED FURTHER AFFIRMS THAT THE STATEMENTS MADE IN THIS AGREEMENT ARE TRUE AND CORRECT, THAT HE/SHE HAS DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT, AND THAT HE/SHE HAS AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS AND TO ENTER INTO THIS AGREEMENT AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, DIRECTOR, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner or Officer or Legally Authorized Representative

NAME (Printed): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS OF SIGNEE: \_\_\_\_\_

ADDITIONAL INFORMATION (OPTIONAL) - EMPLOYMENT

This form does not have to be completed by Customer, it is intended to assist in setting up and credentialing an employment account.

- 1. In the course of the credentialing process, prior addresses and phone numbers are often uncovered. To minimize questions regarding additional addresses and phone numbers, this information may be entered if applicable to customer.
- 2. Onsite visits are a part of the iiX credentialing process. The purpose of the onsite visit is to confirm a company's physical location and characteristics. If Customer is selected for an onsite visit, the contact will receive an email notifying Customer of the selection and verifying the physical address and onsite visit contact information. This portion may be entered to include an onsite visit contact, if it differs from the main contact on the account.
- 3. Enter additional comments to include any additional information which may be helpful in the account setup and credentialing process.

<b>PRIOR LOCATION INFORMATION (IF APPLICABLE)</b>	
PRIOR ADDRESS 1: _____	
PRIOR ADDRESS 2: _____	
PRIOR PHONE 1: _____	PRIOR PHONE 2: _____
<b>ONSITE VISIT CONTACT (IF DIFFERENT THAN MAIN CONTACT):</b>	
CONTACT NAME: _____	
CONTACT EMAIL ADDRESS: _____	
CONTACT PHONE: _____	ALT PHONE: _____
<b>ADDITIONAL COMMENTS</b>	
_____	
_____	
_____	
_____	