

Background Screening and Data Publishing Services

This Agreement (the "Agreement") is between Priority Backgrounds, LLC, d/b/a Vantage Point Services, ("VANTAGE POINT SERVICES"), P.O. Box 1589, Fuquay, NC 27526, and _____ ("Client") with office(s) as specified, for the provision of certain background screening and data publishing services regarding persons identified by Client from time to time ("Subject Persons") (together with all information provided therein, the "Services") to Client by VANTAGE POINT SERVICES or its subcontractors on the following terms and conditions.

1) Services.

- a) "VPS Alert" is an on-going automated data publishing service which produces a list of currently open North Carolina court case records that either fully or partially match some or all of the name and/or identifying information regarding a Subject Person provided to VANTAGE POINT SERVICES by Client. The Service is published six days per week, except for specified holidays, and is accessible on www.vpscreening.com (the "Website"). The Website is the primary source of information regarding Service availability.
- b) "VPScreening" is an on-demand employment screening service.

2) Obligations of the Parties.

- a) **Obligations of VANTAGE POINT SERVICES.** VANTAGE POINT SERVICES will **provide the Services selected by Client** with respect to those Subject Persons that have been identified in writing by Client to VANTAGE POINT SERVICES, subject to Client's compliance with the terms and conditions of this Agreement. VANTAGE POINT SERVICES will not use or disclose any information provided by Client to VANTAGE POINT SERVICES in connection with the Services except to perform the Services or as otherwise required by law.
- b) **Obligations of Client.** Client will:
 - i) Prior to providing VANTAGE POINT SERVICES the name or name(s) of, or any other information about, a particular Subject Person, **verify each Subject Person's identity** and, at all times, **assume full responsibility** for such verification;
 - ii) **Comply with all duties** of users of consumer reports under the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*, the "FCRA"), **provide each Subject Person** with any and all consents, disclosures and reports required by the FCRA or the Driver's Privacy Protection Act (18 U.S.C. § 2721 *et seq.*, the "DPPA"), **use the Services** only for permitted purposes under the FCRA, the DPPA, and any other applicable law and regulations and not for any other purpose or in violation of any federal or state equal employment opportunity laws or regulations;
 - iii) **Obtain and retain for six (6) years the written consent** of each Subject Person before procuring any Services with respect to such Subject Person, and upon VANTAGE POINT SERVICES' request, **provide VANTAGE POINT SERVICES** with a copy of all such written consent(s) obtained from Subject Persons;
 - iv) Prior to making any adverse employment decision about a particular Subject Person based on any consumer report or other information received from VANTAGE POINT SERVICES (collectively, the "Reports"), **provide such Subject Person** (1) a description of a consumer's rights as approved by the Federal Trade Commission and (2) copies of any Reports regarding such Subject Person obtained from VANTAGE POINT SERVICES.
 - v) **Base all hiring decisions** and related actions on its internal policies and procedures and **not rely on or look to** VANTAGE POINT SERVICES for any opinions on or in connection with the Services;
 - vi) **Hold in strict confidence and not disclose or share** with any third party any Report, the Account ID or other identification number(s) and password(s) received from or accessed through VANTAGE POINT SERVICES, except as set forth in this Agreement or as otherwise required by applicable law;
 - vii) **Retain for six (6) years following receipt of the Services**, a copy of
 - (1) each Report received from VANTAGE POINT SERVICES,
 - (2) all communications, notices and/or disclosures provided to or received from the Subject Person relating to the Reports and/or Services, and
 - (3) all descriptions of how the Services and Reports provided by VANTAGE POINT SERVICES were used in making decisions about Subject Persons; and
 - viii) **Comply with all procedures and security measures** associated with the use of the Website and the Services as maintained by VANTAGE POINT SERVICES and posted on the Website, as such procedures and security measures may be revised by VANTAGE POINT SERVICES from time to time.
- c) **Certification by Client.** Client hereby certifies to VANTAGE POINT SERVICES that it has complied with and will continue to comply with such actions described in Section 2(b) above and any and all applicable local, state and federal laws and regulations regarding access to, and use of, the Services and hereby agrees to renew such certification at any time.

d) **Source of Records.** Client acknowledges and understands that VANTAGE POINT SERVICES will not render any opinions on or in connection with the Services, that the Reports provided as part of the Services have been compiled from public records and other third party sources for the purpose of providing background information on Subject Persons, and that the Services may be affected by the completeness and accuracy of the search criteria provided by the Client, the completeness and accuracy of the record keeping practices of third parties that collect and maintain such information, and the availability of such information from such third parties. Client agrees that VANTAGE POINT SERVICES cannot and shall not be responsible for the record-keeping practices of third parties such as, but not limited to: the N.C. Department of Motor Vehicles; the N.C. Administrative Office of Court; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal civil courts and bankruptcy courts; state medical boards and other professional licensing organizations; and other local, state and federal entities. Client also acknowledges and understands that modification of database systems by unauthorized parties can interrupt the Services and agrees that VANTAGE POINT SERVICES cannot and shall not be liable for such interruptions. Client acknowledges that, by providing the Services to Client, VANTAGE POINT SERVICES makes no representation or assertion of any illegal action by any Subject Person.

3) **Limitation on Liability; Indemnification.**

- A) VANTAGE POINT SERVICES (AND ITS OFFICERS, EMPLOYEES, AND ANY COMPANY VANTAGE POINT SERVICES USES TO OBTAIN INFORMATION INCLUDED IN THE SERVICES) SHALL NOT BE LIABLE TO CLIENT OR ANY SUBJECT PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR ANY OTHER THEORY OF LIABILITY, IN CONNECTION WITH THE PREPARATION, MAINTENANCE, TRANSMISSION OR USE OF THE SERVICES OR ANY RECORDS OBTAINED BY CLIENT THROUGH VANTAGE POINT SERVICES OR THE WEBSITE. WITHOUT LIMITING THE FOREGOING, VANTAGE POINT SERVICES' TOTAL LIABILITY WITH RESPECT TO ANY CLAIM IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED FEES ACTUALLY PAID BY CLIENT FOR THE SERVICES TO WHICH SUCH CLAIM RELATES.
- b) Client agrees to indemnify and hold harmless VANTAGE POINT SERVICES (and its officers, employees, and any company VANTAGE POINT SERVICES uses to obtain data included in the Services) from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, expert witness fees and costs, resulting from (i) Client's access to, publishing or use of the Services contrary to requirements of this Agreement or applicable laws or regulations, or (ii) Client's use of the Services.

4) **Warranty.** CLIENT FURTHER AGREES THAT THE SERVICES AND THE RECORDS PROVIDED BY VANTAGE POINT SERVICES ARE PROVIDED TO CLIENT "AS IS" AND VANTAGE POINT SERVICES DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE SERVICES AND THE RECORDS (WHETHER EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, (B) ANY WARRANTY OF QUALITY, FUNCTIONALITY, OPERABILITY, USE OR PERFORMANCE OF THE SERVICES OR OF THE RECORDS, (C) ANY WARRANTY OF THE ACCURACY, COMPLETENESS, TIMELINESS OR VALIDITY OF THE DATA OR INFORMATION COMMUNICATED THROUGH THE SERVICES OR BY OR IN THE RECORDS, OR (D) ANY WARRANTY OF THE CONTINUOUS AVAILABILITY OF THE SERVICES OR OF THE RECORDS, OR THAT THE SERVICES AND THE RECORDS WILL BE UNINTERRUPTED OR ERROR FREE.

5) **Intellectual Property.** The Website and the Services, including all underlying software and all copyrights, trademarks and other intellectual property rights therein, are the exclusive property of VANTAGE POINT SERVICES. Client will not reproduce or distribute any proprietary content of the Website or the Services, or resell access to the Website or the Services or sublicense the rights granted hereunder. Client will not attempt to reconstruct or discover the source code for the underlying software or create Internet links to, or frame or mirror the Website or the Services.

6) **Payment of Fees.**

- a) Client agrees to be financially responsible for and to pay all fees for the Services according to the rate schedule below. Prices may be changed by VANTAGE POINT SERVICES at any time without notice and the rate schedule below shall be deemed automatically revised to conform to such price changes. Price changes will be posted on the Website as soon as possible after becoming effective. Additional Transaction Use Fees apply for database access as follows:

Service Provided	Fees
"VPS Alert" - automated list of current N.C. Criminal Court Cases either fully or partially matching name and identification criteria provided by Client	See Rate Quotes attached as Exhibit A for the "VPS Alert Rate Quote and the Background Screening Records Check
"VPScreening" – is an on-demand employment screening service	

- b) Monthly fees for VPS Alert will be due in advance on the last day of the month prior to provision of such Services, subject to any decreases or increases for changes in the number of Subject Persons covered as set forth in the VPS Alert Rate Quote. If Client requests that the name or name(s) of any Subject Person(s) be added or deleted during any month so to cause an adjustment in the monthly fees owed pursuant to the VPS Alert Rate Quote, the first monthly fee reflecting such adjustment will be due on the last day of the month in which such name(s) were added or deleted, and monthly fees for such name(s) will thereafter be due as described in the prior sentence. Fees for VPScreening will be due upon invoice by VANTAGE POINT SERVICES. Approved clients may be invoiced monthly or have billing paid by credit card. If payment is by credit card, Client

hereby authorizes VANTAGE POINT SERVICES to bill the MasterCard, VISA, or American Express account below for all monthly account fees, and for any new flat rate or transaction-based Services added by VANTAGE POINT SERVICES that are used by the Client. Billing charges will be charged to Client's credit card, and the charges are due on the date of such electronic billing. Failure to pay by the due date may result in immediate termination of Services by VANTAGE POINT SERVICES. A late charge of one and one half (1 ½) percent will apply to payments not made within ten days of the applicable due date. There will be a \$15.00 additional handling charge for all declined credit card billings. All fees and charges due, plus late charges, must be paid before the Services will be continued.

- 7) **Assistance and Access.** VANTAGE POINT SERVICES will provide Client with reasonable telephone assistance without charge. Such assistance can be obtained by calling VANTAGE POINT SERVICES at 1-800-792-4339 during its regular business hours. By completing and signing this Agreement, Client is requesting an Account ID and Password to access the Website. The assigned Account ID and Password will be unique to Client. By signing the Agreement below, Client accepts full legal and financial responsibility for any usage under the assigned Account ID and Password.

8) Client and Payment Information.

Company Name		Primary Contact	
Address1		Address2	
City		State, Zip	
e-mail		County of Main Office	
Phone #		FAX #	
User ID (requested)			
Password (requested)		Plan Type (circle) Pay Monthly by	Check Credit Card (if Credit Card fill in Below)
Billing Information if Different from Above Billing Contact		Billing Contact e-mail	
Address1		Address2	
City		State, Zip	
Phone #		FAX #	
Credit Card Information and Your CC Billing Address (Not necessary if set up as Bill Monthly Plan Type) Credit Card Number		Expiration Date MM/YY	/
Credit Card Mailing Address1		Credit Card Mailing Address2	
City		State, Zip	
Issuing Bank		SwipeCode from Back of Card	

- 9) **Term and Termination.** This Agreement will be effective when executed by both parties and shall continue in effect for twelve (12) months. Thereafter, this Agreement will renew automatically for successive renewal periods of twelve (12) months each, unless either party delivers notice to the other party of its intent not to renew at least thirty (30) days prior to the end of the applicable renewal term. VANTAGE POINT SERVICES may terminate this Agreement or temporarily or permanently discontinue any or all Services to Client at any time, immediately without prior notice or liability, for any conduct which VANTAGE POINT SERVICES suspects to violate this Agreement or to be otherwise harmful to VANTAGE POINT SERVICES's interest or the interest of others. Termination of this Agreement shall not relieve Client of its obligation to pay any fees or other charges that accrued prior to such termination. The provisions in this Agreement regarding the retention of records or any continuing regulatory obligations with respect to Section 2(b) above, ownership of intellectual property, confidentiality, indemnification and limitation of liability will survive any termination of this Agreement.
- 10) **Miscellaneous.** This Agreement and any dispute or controversy arising out of or relating thereto shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflicts of laws principles, and Client agrees that the state and federal courts of Wake County, North Carolina shall be the sole and exclusive jurisdiction and venue for all disputes between the parties relating to this Agreement. Except as otherwise stated above with respect to price changes, no changes in the Agreement may be made except by consent in writing by an officer of VANTAGE POINT SERVICES; such changes shall be posted on the Website and Client shall be notified of such changes in writing, and Client's use of the Services after such posting or notice shall be deemed Client's acceptance of such change(s). Client may not assign or transfer any of its rights or obligations under this Agreement without VANTAGE POINT SERVICES's prior written consent, and any attempted assignment or transfer without such consent shall be void. All waivers must be in writing, and any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any term or provision of this Agreement or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent or partnership or of any association between the parties hereto other than independent contracting parties. This Agreement shall be construed without any presumption or rule requiring it to be construed against the party causing this Agreement, or any part of it, to be drafted. This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute but one and the same instrument; this Agreement may be executed by facsimile signature(s), which shall be deemed for all purposes as original, handwritten signature(s) and fully valid. This Agreement represents the complete and exclusive statement of the agreement and understanding of the parties with respect to the Services provided hereunder, and supersedes all prior oral or written negotiations, representations, agreements, understandings and statements.

Authorized Signature for Client

Authorized Signature for VANTAGE POINT SERVICES
By PRIORITY BACKGROUNDS, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Please FAX a Copy to 800-792-2945, or Mail the Original to VANTAGE POINT SERVICES, PO Box 1589 Fuquay, NC 27526. We will return a signed copy, by either mail or FAX with Account Information.