

FIDELITY DATA SERVICE

End User Service Agreement

In order to obtain confidential Consumer Reports (as defined and governed by the Fair Credit Reporting Act (15 USC 1681 et seq.) (hereinafter the "FCRA")), the undersigned end user (hereinafter referred to as "Subscriber") requests FIDELITY DATA SERVICE for the use of its services, under terms and conditions outlined below, and in consideration of the mutual benefits, Subscriber and FIDELITY DATA SERVICE enter into the following agreement:

A. THE SUBSCRIBER AGREES:

1. To comply with all provisions of the FCRA and applicable state laws.
2. That the nature and type of its business is _____
(Type of Industry)
3. That Subscriber may request Consumer Reports for the permissible purposes of employment or tenant screening pursuant to procedures prescribed by FIDELITY DATA SERVICE. Subscriber certifies that any such requests shall be made only when it is considering the individual for employment, promotion, reassignment or retention as an employee, or for tenant screening purposes as provided under Section 604 of the FCRA. FIDELITY DATA SERVICE shall have sole discretion in the provision of Consumer Reports to Subscriber for any other FCRA-permissible purpose.
4. And certifies that it will not request a Consumer Report for employment purposes unless:
 - A clear and conspicuous disclosure is first made in writing 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.
 - The consumer has authorized in writing the procurement of the report; and Information from the Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. And certifies that before taking adverse action in whole or in part based on the Consumer Report, it will provide the consumer:
 - A copy of the Consumer Report;
 - A copy of the consumer's rights, in the format approved by the Federal Trade Commission, which notice shall be supplied to Subscriber by FIDELITY DATA SERVICE;
 - A copy of the consumer's rights under applicable state law; and
 - The opportunity to dispute derogatory information prior to Subscriber taking adverse action;
6. That Consumer Reports on employees, including prospective employees, will be requested only by a Subscriber's authorized representative. Employees will, be forbidden to attempt to obtain Consumer Reports on themselves, associates, or any other person except in the

exercise of their official duties. In addition, Subscriber agrees to order Consumer Reports on prospective employees residing in Hawaii or Vermont only after a conditional offer of employment has been made.

(THE FAIR CREDIT REPORTING ACT PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH).

7. To obtain Consumer Reports for a one-time use only, to hold all Consumer Reports in strict confidence, and to not disclose any Consumer Reports to any third party not involved in the current employment decision.
8. Subscriber acknowledges the need to protect information contained in Consumer Reports and agrees to follow federal and state laws relating to the retention and destruction of such sensitive information.
9. To immediately inform FIDELITY DATA SERVICE of any data security breach.
10. To maintain all consumer releases and related documentation for a minimum of five (5) years following Subscriber's request for the applicable Consumer Report.
11. To provide prompt notice of any change in location, mailing address or ownership.

B. FIDELITY DATA SERVICE AGREES:

1. To provide Consumer Reports to Subscriber for employment or tenant screening purposes according to this Services Agreement and any addenda, which are attached hereto and when executed by both parties, incorporated into this agreement by reference. FIDELITY DATA SERVICE reserves the right to change the schedule of services and charges at any time, but no change in such schedule shall become effective unless the Subscriber has been informed by FIDELITY DATA SERVICE in writing in advance.

C. IT IS MUTUALLY AGREED:

1. Pursuant to this Agreement, Consumer Reports provided hereunder will contain only credit reporting information. Subscriber will continue to receive all other Consumer Report information from the supplier through whom this Agreement was initiated ("Reseller") or other supplier(s), as applicable.
2. Upon submission of this Agreement to FIDELITY DATA SERVICE, FIDELITY DATA SERVICE will order or an onsite inspection of Subscriber's business premises for purposes of credit reporting compliance; Passing inspection is required for Subscriber to receive the Consumer Reports, and failure of the inspection will result in FIDELITY DATA SERVICE immediate termination or cancelation of this Agreement.
3. Upon mutual execution of this Agreement, FIDELITY DATA SERVICE will request the

necessary credit reporting order codes from Trans Union on behalf of Subscriber.

4. FIDELITY DATA SERVICE shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy or completeness of the information provided, and in no event shall FIDELITY DATA SERVICE be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information, and further that Subscriber agrees to hold FIDELITY DATA SERVICE harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability, or failure of the Subscriber to keep and perform any of its obligations described herein. FIDELITY DATA SERVICE shall have no obligation or duty hereunder to provide any information that is not verifiable. FIDELITY DATA SERVICE'S maximum aggregate liability to Subscriber, including for claims and defense of indemnification, is limited to the lower of \$10,000 or three (3) months' revenue (paid or payable by Subscriber for Subscriber's Consumer Reports only) regardless of the claim.

5. This Agreement shall remain in force and effect for one (1) year from the date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at anytime upon at least thirty (30) days prior notice.

6. It is further agreed, however, that with just cause, such as violation of the terms of the contract or a legal requirement, FIDELITY DATA SERVICE may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

7. For Consumer Reports provided pursuant to this Agreement, FIDELITY DATA SERVICE will invoice the Subscriber and Subscriber agrees to pay the invoices upon receipt.

8. The parties hereto agree that this agreement and attached addendums represent the full and complete Agreement between the parties. This Agreement shall not be binding until executed by FIDELITY DATA SERVICE.

9. FIDELITY DATA SERVICE may offer, from time to time, information presented as general education, which is not intended to be legal advice, either express or implied. Subscriber should consult with legal counsel regarding all employment law matters.

10. All exhibits attached hereto are incorporated into this Agreement.

FIDELITY DATA SERVICE

Subscriber: _____
Company Name

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____