



iiX
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 E-Verifile.

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).

Check one: ExpressNet (services over Internet) No Computer - Phone, Fax or Mail

A	
COMPANY NAME _____	MAIN PHONE _____
MAILING ADDRESS _____	MAIN FAX # _____
MAILING ADDRESS _____	Fed. Tax ID _____
CITY _____ STATE _____ ZIP _____	
PHYSICAL ADDRESS (REQUIRED) _____	
CITY _____ STATE _____ ZIP _____	
WEBSITE (URL) ADDRESS _____ BUSINESS LOCATION (circle one):	COMMERCIAL or RESIDENTIAL
PRIMARY CONTACT _____	PRIMARY EMAIL ADDRESS _____
Document Attached (check one) <input type="checkbox"/> 940 form <input type="checkbox"/> Federal Tax Return <input type="checkbox"/> Business License <input type="checkbox"/> State Sales and Use Tax Certificate <input type="checkbox"/> Other Business Document CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)	

B DESCRIPTION OF BUSINESS (explain): _____ _____ # of employees: _____ Locations (attach list if necessary): _____	C REASON FOR ORDERING SERVICES (check all that apply) <input type="checkbox"/> Employment purposes (current or prospective employees) <input type="checkbox"/> My business orders services for another reason (please explain): _____
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Decline Automatic State Database Search - MO only

iiX USE ONLY			
DATE _____	SOURCE _____	SALES PERSON _____	
ACCOUNT ID _____	PASSWORD _____	ACCT TYPE _____	
DETAIL PG _____	ACCESS FEE _____	RATE CLASS _____	
SPONSOR ACCT TO BILL <u>998415</u>		NAME _____ E-Verifile	
DIRECT BILL CODES _____		VERIFIED Date: _____	Initials: _____ SET UP FEE _____
TERMS OF AGREEMENT _____		<input type="checkbox"/> On-site 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. Certain reports, records, products and/or services, including Motor Vehicle Reports ("MVRs"), driver monitoring and analytical services, and other employment screening reports (collectively, "Information Services") will be provided to Customer under the terms specified in this Agreement. State-set record fees are subject to change at any time.

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 may prohibit access to their information by offshore users. Customer agrees not to permit offshore access by any of its employees, authorized users, or Outsourcer in violation of any prohibition against 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.

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 and service bureaus. 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 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 Services obtained under this Agreement or other security breach of Personal Information contained in Information Services when the 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 user's, 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 state(s) through iiX, Customer agrees to comply with all applicable state 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 solely supplies a delivery platform for such state monitoring services and has no control over the information returned by the states. Customer agrees that iiX shall have no liability of any kind in connection with the information returned by states offering such monitoring services, including but not limited to when driver status is updated or incomplete or erroneous information about driver activity.

3.3 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 it will order Information Services. Customer certifies that it has filed 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.

3.4 Publications 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.

3.5 Archiving Customer and any of its authorized user(s), including any Outsourcer, shall not use Information Services, or data derived from them, including any MVR data, supplied by or through iiX 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.

3.6 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.

3.7 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.

3.8 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. 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 this service by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate without notice if the availability of an Information Service to iiX changes for any reason during the term of this Agreement.

6. 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 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 WARRANT OR ASSUME 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 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 ASSUME RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, NOR 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.

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

7.1 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.

7.2 Credential Monitoring Customer further agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials and update of 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 iiX Information Services.

8. 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.

9. RETENTION OF INFORMATION.

9.1. 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.

9.2. 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).

9.3 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.

10. INDEPENDENT CONTRACTORS. The relationship of the parties shall be that of independent contractors. 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.

11. 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.

12. **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.

13. **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.

14. **MISCELLANEOUS.** This document and any amendments as well as the Exhibits, if any, referenced in this Agreement and all documents referred to in its Exhibits, if any, 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 3.6, 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.

15. **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.

16. **SURVIVAL.** The provisions of Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14, and 15 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

17. **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.

18. **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: _____