1. SCOPE OF SERVICES. LPPOLICE provides nationwide background investigation information and related services ("the Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Customer hereby subscribes to Services for approved investigatory practices that fall within the scope of Customer's legally approved and authorized authority. LPPOLICE reserves the right to cancel, suspend, or reject this Agreement without recourse against LPPOLICE, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, the Customer hereby authorizes LPPOLICE to independently verify the information provided herein and perform research about the individuals identified herein. LPPOLICE agrees to provide the Services to Customer subject to the terms and conditions contained herein. This Agreement shall encompass any and all delivery methods for the Services.

2. RESTRICTED LICENSE. LPPOLICE hereby grants to Customer a restricted license to use the Services and the data delivered in connection therewith, subject to the restrictions and limitations set forth below:

2.1 Generally. LPPOLICE hereby grants to Customer a restricted license to use the Services solely for Customer's own internal business purposes. Customer represents and warrants that Customer's use of the Services shall be for only legitimate business purposes relating to its business and as otherwise governed by this Agreement. Customer shall not use the Services for marketing purposes or resell, broker or give information provided by LPPOLICE to any third party, and shall not use the Services for personal (non-business) purposes. Customer agrees that, if LPPOLICE determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering LPPOLICE's Services, information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, LPPOLICE may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Services. Customer shall not access the Services from Internet Protocol addresses located outside of the United States and its territories without LPPOLICE's prior written approval. Customer may not use data to create a competing product. Customer shall comply with all laws, regulations and rules which may, in LPPOLICE's opinion, govern the use of the Services and information provided therein. LPPOLICE may at any time mask or cease to provide Customer access to any LPPOLICE Services or portions thereof which LPPOLICE may deem, in its sole discretion, to be sensitive or restricted information.

2.2 GLBA Data. Some of the information contained in the Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 1601 et seq.) and related state laws (the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the Services in any manner that would violate the GLBA or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data at the time it requests information in connection with certain LPPOLICE Services. In addition, Customer agrees it will certify, in writing, its permissible uses of GLBA Data in Part 4 and recertify upon request by LPPOLICE. Customer certifies with respect to GLBA data received through the Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

2.3 DPPA Data. Some of the information contained in the Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through LPPOLICE's Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Services. In addition, Customer agrees it will certify, in writing, its permissible uses of DPPA Data in Part 4 and recertify upon request by LPPOLICE.

2.4 Social Security and Driver's License Numbers. LPPOLICE may in its sole discretion permit Customer to access Social Security Numbers or Driver's License Numbers if Customer is authorized by LPPOLICE to receive this data. If Customer obtains such data through the Services, Customer certifies it will not use the said data for any purpose other than as expressly authorized by LPPOLICE policies, the terms and conditions contained herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Section 3 below, Customer agrees that it will not permit data obtained through the Services to be used by an employee or contractor that is not an authorized user with an authorized use. Customer agrees it will certify, in writing, its uses for the data and recertify upon request by LPPOLICE. Customer may not, to the extent permitted by the terms of this Agreement, transfer such sensitive information via email or ftp without LPPOLICE's prior written consent. However, Customer shall be permitted to transfer such information so long as: (a) a secured method (for example, sftp) is used, (b) transfer is not to any third-party, and (c) such transfer is limited to such use as permitted under this Agreement. LPPOLICE may at any time and for any or no reason cease to provide sensitive data to Customer.

2.5 Copyrighted and Trademarked Materials. Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through the Services.

2.6 HIPAA. Customer represents and warrants that Customer will not provide LPPOLICE with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

2.7 Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2.2, 2.3 and 4.4, Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. SECURITY/CUSTOMER DATA.

3.1 LPPOLICE has adopted "LPPOLICE Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. LPPOLICE's Data Privacy Principles are available at the Customer's request. Customer agrees to do the following in order to preserve the security of the Services being provided pursuant to this Agreement:

3.2 Customer acknowledges that the information available through the Services will include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall:

3.2.1 Restrict access to Services to those employees who have a need to know as part of their official duties;

3.2.2 Ensure that none of its employees shall:

3.2.1 Obtain and/or use any information from the Services for personal reasons

3.2.2 Transfer any information received through the Services to any party except as permitted hereunder;

3.2.3 Keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs;

3.2.4 Immediately deactivate the User ID of any employee who no longer has a need to know or for terminated employees on or prior to the date of termination;

3.2.5 In addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity;

3.2.6 Maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Services as it is being disposed;

3.2.7 Be capable of receiving the Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LPPOLICE;

3.2.8 Not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LPPOLICE; and

3.2.9 Take all steps to protect their networks and computer environments, or those used to access the Services, from compromise.

3.3 Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LPPOLICE Services and will immediately notify LPPOLICE by writing to the LPPOLICE Privacy, Security and Compliance Organization at 2 Corporation Way, Suite 150, Peabody, MA 01960 and by email (customerservice@locateplus.com) and by phone (1-877-482-0101), if Customer suspects, has reason to believe or confirms that a User ID for the Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse LPPOLICE for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Services, or any actions required as a result thereof. Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LPPOLICE's reasonable discretion. Customer agrees that such notification shall not reference LPPOLICE or the product through which the data was provided, nor shall LPPOLICE be otherwise identified or referenced in connection with the Security Event, without LPPOLICE's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against LPPOLICE, shall indemnify LPPOLICE from such claims. Customer shall provide

samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LPPOLICE for review and approval prior to distribution. In the event of a Security Event, LPPOLICE may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind. Customer shall not, and shall not cause or permit others to, transmit, convey, compile, store, review, distribute or otherwise use outside of the United States, any data, including without limitation any personal information, received from LPPOLICE hereunder.

4. PRICING SCHEDULE.

4.1 LPPOLICE agrees to provide the services requested by Customer online or and set forth in an Addendum for the fees listed online in a separate Addendum subsequently incorporated by reference. The fees listed online or in an Addendum may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. LPPOLICE is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. Customer acknowledges and agrees that reasons for pricing changes may include changes in legal or regulatory requirements relating to the Services and, with respect to package pricing that may include out of pocket expenses, increases in out of pocket expenses. All current and future pricing documents are deemed incorporated herein by reference. Unless otherwise explicitly stated online or in a Schedule A, the following shall apply:

4.1.1 Customer shall be responsible for all charges incurred, including any monthly minimum commitments, charges resulting from Customer's errors in inputting data, and duplicate requests and errors in transmission; and

4.1.2 The fees for Background Reports exclude out of pocket expenses such as registry fees, school transcripts, court fees, state fees, and fees to verify employment or education and fees for the Services exclude any applicable taxes.

5. PAYMENT OF FEES. Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by LPPOLICE or who obtains the User ID by or through a break-in or unauthorized access of LPPOLICE's offices, premises, records, or documents. Customer shall pay to LPPOLICE the fees incurred for the use of the LPPOLICE Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of twelve percent (12%) per annum. Customer's obligation to pay invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim.

6. INTELLECTUAL PROPERTY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the information delivered as part of the LPPOLICE Services, programs or computer applications. Customer acknowledges that LPPOLICE (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, trade secret and related laws in and to the LPPOLICE Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LPPOLICE's interests and notify LPPOLICE of any threatened or actual infringement of LPPOLICE's rights.

7. TERM OF AGREEMENT. This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LPPOLICE is providing services for Customer.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without effect to conflicts of law principles. Additionally, any action brought pursuant to Customer's use of the LPPOLICE Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Suffolk County, Massachusetts.

9. ASSIGNMENT. The license granted pursuant to this Agreement to Customer to use the LPPOLICE Services may not be assigned by Customer, in whole or in part, without the prior written consent of LPPOLICE. For purposes of this Agreement, a change in control of Customer of ten percent (10%) or more shall constitute an assignment.

10. WARRANTIES. LPPOLICE does not make and hereby disclaims any warranty, express or implied, with respect to the Services provided hereunder; provided, however, that LPPOLICE does hereby warrant that LPPOLICE has complied with the law and applicable third-party data provider contracts in providing the LPPOLICE Services. LPPOLICE does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Services or information provided therein. In no event shall LPPOLICE be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

11. INDEMNIFICATION/LIMITATION OF LIABILITY. Customer hereby agrees to protect, indemnify, defend, and hold harmless LPPOLICE from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) (collectively, "Losses") arising from or in any way related to (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through LPPOLICE; (b) breach of any terms, conditions, representations, conditions or certifications in this Agreement; and (c) any Security Event. LPPOLICE hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all Losses arising from or in any way related to its breach of the warranty made in Section 11 hereof regarding authorized provision of the data. Except for LPPOLICE's indemnification obligations set forth in this Section 12, neither LPPOLICE, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of Sections 11 and 12, LPPOLICE, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LPPOLICE") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Services) for any Losses arising out of or caused in whole or in part by LPPOLICE's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services. Notwithstanding anything herein to the contrary, the indemnification obligations set forth herein shall not apply to any Losses arising from adverse action letter mailing services performed by LPPOLICE. Customer agrees that LPPOLICE's aggregate liability for any and all losses or injuries arising out of any act or omission of LPPOLICE in connection with anything to be done or furnished under this Agreement and for which indemnification is sought, shall never exceed the value of Customer's contracted Services over the previous three (3) months and Customer covenants and promises that it will not sue LPPOLICE for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LPPOLICE.

12. PERFORMANCE. LPPOLICE will use commercially reasonable efforts to deliver the Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Services; provided, however, that the Customer accepts all information "AS IS." Customer understands that Customer may be restricted from accessing certain Services which may be otherwise available. LPPOLICE reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, LPPOLICE's Services.

13. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims, indemnification, use and protection of information, data and Services, payment for the Services, audit, disclaimer of warranties, security, customer data and governing law shall survive any termination of the license to use the LPPOLICE Services.

14. AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, and other state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LPPOLICE's obligations under its contracts with its data providers, and LPPOLICE's internal policies, LPPOLICE may conduct periodic reviews of Customer's use of the Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LPPOLICE Services and the information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LPPOLICE will be subject to immediate action, including, but not limited to, suspension or termination of the license to use the Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

15. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to the Services on Customer's obligations under this Agreement, including but not limited to, the licensing requirements and restrictions under Section 2 and the security requirements of Section 3. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LPPOLICE Services not less than annually. Customer shall keep records of such training which may be audited upon request by LPPOLICE.

16. ATTORNEYS' FEES. The prevailing party in any action, claim or law suit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

17. TAXES. The charges for all LPPOLICE Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

18. CUSTOMER CHANGE/CREDIT REPORT. Customer shall notify LPPOLICE immediately of any changes to the information on Customer's Application for the Services, and, if at any time Customer no longer meets LPPOLICE credentialing procedures, LPPOLICE may terminate this Agreement. Customer is required to promptly notify LPPOLICE of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, Customer's credit report(s) may be requested by LPPOLICE in accordance with the FCRA from one (1) or more consumer reporting agencies. Upon Customer's request, Customer will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to LPPOLICE.

19. RELATIONSHIP OF PARTIES. None of the parties shall at any time represent that it is the authorized agent or representative of the other. Nothing in this Agreement shall serve to create a relationship beyond that of Service Provider-Customer.

20. CHANGE IN AGREEMENT. By receipt of the Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Section 2 herein, changes in pricing, and changes to other provisions of this Agreement as LPPOLICE shall make from time to time by notice to Customer via e-mail, online "click-wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LPPOLICE may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LPPOLICE Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LPPOLICE policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LPPOLICE of such restrictions, Customer agrees to comply with such restrictions.

21. CONFIDENTIALITY. The term "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Each of the Parties, as Recipient, hereby agrees that it shall not disclose Confidential Information of the other Party to any third party during or after the Term of this Agreement, other than on a "need to know" basis and then only to: (a) Recipient's employees; (b) its agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; and (c) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon expiration or termination of this Agreement for any reason or at the written request of either Party during the Term of this Agreement, Recipient shall promptly return to the Discloser, at such Discloser's direction, all of Discloser's Confidential Information in the possession of Recipient, subject to and in accordance with the terms and provisions of this Agreement. To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall reasonably cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.

The obligations of confidentiality in this Section shall not apply to any information that (a) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (b) Recipient independently develops without access to Discloser's Confidential Information; (c) is or becomes known to the public other than by breach of this Section or (d) is rightfully received by Recipient from a third party without the obligation of confidentiality. All Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of the Discloser.

22. FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

23. PUBLICITY. LPPOLICE may name Customer in press releases, advertisements, promotional or marketing materials, and make other third-party disclosures referencing Customer as a customer of the LPPOLICE Services.

24. ENTIRE AGREEMENT/MISCELLANEOUS. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate to the use of LPPOLICE's Services and all matters within the scope of this Agreement. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LPPOLICE unless LPPOLICE agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application. LPPOLICE may transfer or assign this Agreement to any division, corporation or other business entity controlled by or under the common control of LPPOLICE or the company's corporate successors or assigns. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.