



# Public Record Products Application & Agreement

IRBsearch, LLC, (hereinafter referenced as, "IRBsearch,") hereby agrees to provide public record products among other products and services (the, "IRBsearch Services,") which you (hereinafter referred to as either, "you," or, "Customer,") agree to contract for and receive pursuant to this Agreement.

The terms, conditions and other documents constituting the Agreement are: (1) this Public Records Products Application and Agreement; (2) Terms and Conditions \_\_\_\_\_, (3) Permissible Use Certification, (4) Credit Card Authorization form, (5) Authorized Agent Agreement, and (6) Driving Records Search Addendum, all of which are specifically incorporated herein and made a part of this Agreement, to which you intend and shall be bound by as one integrated contract; a complete copy of these documents have been delivered electronically to you with this Public Records Products Application and Agreement for your signature below (your signing below and returning this page to IRBsearch is acknowledgment of receipt of all such documents and that your information processing system is capable of printing and storing such electronic records.)

The information submitted on this Agreement will be used to determine eligibility for accessing public record products provided by IRBsearch. IRBsearch reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against IRBsearch, or any of their employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes IRBsearch to independently verify the information provided. Customer understands and agrees that IRBsearch can conduct an investigation of Customer's background and business to confirm legitimacy and verification of purpose. Customer hereby agrees and grants permission to allow IRBsearch to access such information in order to verify requirements for application process and account maintenance. IRBsearch's delivery to you of a username and password is notice of its acceptance of this Agreement and the formation of this Agreement between the parties and shall constitute a contract and Agreement as provided for in the Uniform Electronic Transaction Act, §§ 668.50 et. seq.

## Business Information

<b>Full Legal Company Name</b> <input type="text"/>		<b>Physical Address</b> <input type="text"/>	
<b>City</b> <input type="text"/>	<b>State</b> <input type="text"/>	<b>Zip Code</b> <input type="text"/>	
<b>Type of Business</b>		<b>Industry Class</b>	
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership / LLC	<input type="checkbox"/> Professional Investigation	<input type="checkbox"/> Judgment Recovery
<input type="checkbox"/> Corporation (State of _____)		<input type="checkbox"/> Bail Bondsman	<input type="checkbox"/> Process Server
		<input type="checkbox"/> Repossession Agency	

## Contact Information

<b>First Name</b> <input type="text"/>	<b>Last Name</b> <input type="text"/>	<b>Title</b> <input type="text"/>
<b>Phone Number</b> <input type="text"/>	<b>Extension</b> <input type="text"/>	<b>Email</b> <input type="text"/>

**I HEREBY CERTIFY** that I am authorized to execute this Agreement on behalf of the Customer listed above and that the statements I have provided in this Agreement, together with the other documents referenced above are true and correct and agree to be bound by them in utilizing the IRBsearch Services and that the undersigned has full legal authority and capacity to enter into this Agreement. The undersigned hereby acknowledges that he/she/it may affix an electronic signature to this Agreement and that such signature and this Agreement may be maintained as an electronic record.

<b>Signature</b> _____	<b>Date</b> _____
<b>Print Name</b> <input type="text"/>	<b>Print Name of Business Entity or DBA (if Applicable)</b> <input type="text"/>



## Permissible Use Certification

**GLBA Permissible Uses** (Check all that apply. At least one must be checked to be permitted access to GLBA data.) Some IRBsearch® Services use and/or display nonpublic personal information, the use of which is governed by the privacy provisions of the Gramm-Leach Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from IRBsearch® Services for one or more of the purposes selected below:

- Transactions Authorized by Consumer:** As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- Transactions Authorized by Consumer (Application Verification Only):** As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
- Legal Compliance:** In complying with federal, state, or local laws, rules, and other applicable legal requirements.
- Persons Holding a Legal or Beneficial Interest Relating to the Consumer:** Use by persons holding a legal or beneficial interest relating to the consumer.
- Persons Acting in a Fiduciary Capacity on Behalf of the Consumer:** Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
- Fraud Prevention or Detection:** To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- Required Institutional Risk Control:** In required institutional risk control, or for resolving customer disputes or inquiries.
- Law Enforcement Purposes:** To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies self-regulatory organizations, or for an investigation on a matter related to public safety.

**DPPA Permissible Uses** (Check all that apply. At least one must be checked to be permitted access to DPPA data.) Some IRBsearch® Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will only use such information obtained from IRBsearch® Services for one or more of the purposes selected below:

- Court, Law Enforcement, or Government Agencies:** Use by a court, law enforcement agency or other government agency or entity acting directly on behalf of a government agency.
- Motor Vehicle Safety or Theft:** Use for any matter regarding motor vehicle or driver safety or theft (except by motor vehicle manufacturers).
- Use in Normal Course of Business:** For use in the normal course of business but only to verify the accuracy of personal information submitted by the individual to the business; and if the submitted information is incorrect, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Insurance:** Use by an insurer or insurance support organization in connection with claims investigation activities or anti-fraud activities.
- Civil, Criminal, Administrative, or Arbitral Proceedings:** Use in connection with a civil, criminal, administrative, or arbitral proceeding, including the service of process, investigation in anticipation of litigation, the execution or enforcement of judgments, or in compliance with the orders of any court.
- Commercial Driver's License:** Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49 of the United States Code.
- Licensed Private Investigative or Security Services:** Use by a licensed private investigative agency, or licensed security service, for a purpose permitted above.

With regard to the information that is subject to the DPPA, some state laws permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.



## Credit Card Authorization Form

I, (*print name*) \_\_\_\_\_, hereby authorize IRBsearch, LLC, to charge my credit card account for any outstanding amounts owed to IRBsearch, LLC by the Company listed below. I certify that my credit card may be used to cover any and all amounts owed to IRBsearch, LLC until I revoke its use in writing. I also certify that all amounts owed to IRBsearch, LLC prior to the end of the business day in which IRBsearch, LLC receives my revocation letter may be charged to my credit card without contestation.

I further certify that by my signature below, I accept personal liability to IRBsearch, LLC for any amounts owed by the company listed below prior to IRBsearch, LLC's receipt of my credit card revocation letter. I acknowledge that IRBsearch, LLC's use of the security procedures issued by the PCI Security Standards Council is reasonable and accepted. I understand that as part of my security procedures, I will review my monthly charges upon receipt and promptly notify IRBsearch, LLC, in writing, of any erroneous or unauthorized payments.

As the credit card holder, I authorize IRBsearch, LLC to charge my credit card for all future amounts owed.

### Credit Card Information

Full Legal Company Name

Physical Address

Type of Credit Card

 Visa MasterCard American Express Discover

Name As It Appears On Credit Card

Credit Card Number

Expiration Date

 / 

### Billing Information

Street Address

City

State

Zip Code

Phone Number

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Authorized User Request

I, *(print owner name)* \_\_\_\_\_, hereby authorize IRBsearch, LLC, to add:

*(print name of new Authorized User)* \_\_\_\_\_

to my account as an Authorized User. I understand that by adding the above person they will have full access to my company account information that includes the ability to change information on my account. Should this user leave my company or I decide that I no longer want this person to be an Authorized User, I will notify IRBsearch, LLC in writing to have them removed.

For security purposes, please create a security Question/Password that the new user will use when calling in to access the account. The Security Question needs to be something that is confidential in order to continue to provide secure access to your account. (Examples: 1st 5 numbers of Social Security Number, Mother's Maiden Name, High School Mascot)

### Security Information

Security Question

Answer

### Account Owner Information

IRBsearch Account Number

Street

City

State

Zip Code

Phone Number

Please Include a Copy of Your Photo ID

Signature

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Date

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## Driving Records Search Addendum to IRBsearch, LLC, Service Application and Agreement

IRBsearch, LLC (hereinafter "IRBsearch") utilizes a contracted agent network to perform Driving Records searches. IRBsearch Customers must first fully complete this Driving Records Addendum to the IRBsearch Service Application and Agreement and return a fully executed copy by fax to IRBsearch at 850.656.1738.

Full Legal Company Name: \_\_\_\_\_ (the "Customer")

Current IRBsearch Account Number: \_\_\_\_\_

### Terms and Conditions

Customer hereby requests to become a participating Customer in the IRBsearch Driving Records Search, whereby the Customer can access and place orders for Driving Records searches. Customer hereby agrees to be liable for all Driving Records Search charges incurred by the Customer in the event a credit card payment is reversed, cancelled, or otherwise charged back for any reason. Driving Records search charges are published and prominently displayed on the IRBsearch price list.

*It is expressly understood that IRBsearch, whether through online searches or by placement of Driving Records order, cannot be used for any "permissible purpose" as defined by the Fair Credit Reporting Act (15 § U.S.C. 1681 et seq.), including the making of an employment decision, a leasing decision, or a decision to insure an individual or business.*

You also hereby certify to IRBsearch, LLC that you are in, and assume full responsibility for, compliance with the DPPA and you agree to indemnify, defend, and hold IRBsearch, LLC, its affiliates, and assigns harmless from any breach of the DPPA by you, your agents, or contractors and for any damages, fees, and costs associated therewith. If the terms and conditions of the IRBsearch Service Application and Agreement and the terms and conditions of this Driving Records Search Addendum are in conflict, then the terms and conditions of this Driving Records Search Addendum shall apply.

### Authorization and Acceptance

**I HEREBY CERTIFY** that I am authorized to execute the IRBsearch Service Application and Agreement on behalf of the Customer listed above.

Signature

Date

Print Name



# Terms & Conditions

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## 1. Restricted License

IRBsearch, LCC (hereafter "IRBsearch") hereby grants to Customer a license to use IRBsearch Services, subject to the restrictions and limitations set forth below:

**(i) Generally.** IRBsearch hereby grants to Customer a restricted license to use IRBsearch Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of IRBsearch Services shall be for only legitimate purposes, including those specified by Customer in Sections C and E of this Agreement or subsequently specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement.

Customer shall not use IRBsearch Services for marketing purposes, nor shall Customer use any information contained in IRBsearch Services for a purpose not specified by Customer or otherwise authorized in this Agreement, or disclose any such information, or resell or broker IRBsearch Services to any third party. Customer agrees that if IRBsearch determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering IRBsearch 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, IRBsearch may take immediate action, including terminating the delivery of, and the license to use IRBsearch Services.

Customer shall not access IRBsearch Services from Internet Protocol addresses located outside of the United States and its territories without IRBsearch'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 IRBsearch's opinion, govern the use of IRBsearch Services and information provided herein.

**(ii) GLBA Data.** Some of the information contained in IRBsearch Services is "nonpublic personal information," as defined in the GLBA, and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through IRBsearch Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations, and rules.

Customer agrees to use such GLBA Data solely in accordance with the permissible use(s) Customer certifies in Section C of this agreement or in online certifications. 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 IRBsearch Services.

In addition, Customer agrees it will recertify, in writing, its permissible uses of GLBA Data upon request by IRBsearch. Customer certifies with respect to GLBA Data received through IRBsearch Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

**(iii) DPPA Data.** Some of the information contained in IRBsearch Services is "personal information," as defined in the DPPA, and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through IRBsearch Services in any manner that would violate the DPPA. Customer agrees to use such information solely in accordance with the permissible use(s) Customer identified in Section E of this Agreement.

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 IRBsearch Services. In addition, Customer agrees it will recertify, in writing, to IRBsearch its permissible uses of DPPA Data upon the request of IRBsearch.

**(iv) Copyrighted Materials.** Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through IRBsearch Services.

**(v) Fair Credit Reporting Act.** For the purposes of this Agreement, IRBsearch is not a "consumer reporting agency," as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), and such entity does not issue "consumer reports," as that term is defined in the FCRA.

Accordingly, (A) Customer certifies that it will not use any of the information it receives through IRBsearch Services for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) for any other purpose deemed to be a permissible purpose under the FCRA; (B) Customer may use, except as otherwise prohibited by this Agreement, information received through IRBsearch Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) Specifically, if Customer is using IRBsearch Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use IRBsearch Services (1) to revoke consumer credit; (2) to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer; (3) including in prioritization and segmentation activities, use IRBsearch information for the purpose of determining a consumer's collectability; and (D) Customer shall not take any "adverse action," as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Customer obtains from a source other than IRBsearch Services.

# Terms & Conditions Continued...

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**(vi) Social Security and Driver's License Numbers.** If Customer is provided access to Social Security or Driver's License numbers (collectively "SSNs"), Customer certifies it will not use or provide the SSNs to Customers or any other third parties, without the express written permission of IRBsearch. In addition to the restrictions on distribution otherwise set forth herein, Customer agrees that it will not permit SSNs obtained through the IRBsearch Services to be used by another department or division of Customer, or by an employee or contractor of Customer that is not an authorized user with an authorized use. In the event, Customer is not an authorized user and/or does not have an authorized use at any time during the term of this Agreement, IRBsearch may immediately preclude Customer from receiving SSNs.

Customer agrees it will recertify, in writing, to IRBsearch that it is an authorized user and that it has one or more authorized uses upon the request of IRBsearch. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or ftp without IRBsearch's prior written consent.

**(vii) IRBsearch's Policies and Procedures.** In addition to the requirements set forth in this Agreement, Customer agrees to the following: (1) Customer agrees to comply with IRBsearch policies and procedures as announced by IRBsearch from time to time. (2) IRBsearch may from time to time notify Customer of additional, updated or new requirements for compliance, which will be a condition of Customer's continued provision of IRBsearch Services to Customer. Customer agrees to comply with such requirements as to which it has received notice from IRBsearch and such shall be and are incorporated into this Agreement by this reference.

## 2. Security

Customer acknowledges that the information available through IRBsearch Services includes personally identifiable information, including without limitation, the information described in the Terms and Conditions Section 1(ii), and (iii) hereof, and it is Customer's obligation to keep all such accessed information secure.

Accordingly, Customer shall (a) restrict access to IRBsearch Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall obtain and/or use any information from IRBsearch Services for personal reasons, or (c) not transfer any information received through IRBsearch Services to any party except as permitted hereunder; (d) immediately notify IRBsearch to deactivate the user identification number of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) unless otherwise agreed, keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (f) in addition to any obligations under Terms and Conditions Section 1(ii), take all commercially reasonable measures to prevent unauthorized access to, or use of, IRBsearch Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (g) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through IRBsearch Services as it is being disposed; (h) unless otherwise required by law, purge all information received through IRBsearch Services and stored electronically or on hard copy by Customer within 90 days of initial receipt; (i) be capable of receiving IRBsearch Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by IRBsearch; (j) not access and/or use IRBsearch Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by IRBsearch.

In the event that Customer discloses to IRBsearch "nonpublic personal information" (as such term is defined in the GLBA Section 6809) (4) about its customers and consumers ("Customer NPI") pursuant to the terms of this Agreement, IRBsearch agrees: (a) to maintain the confidentiality of all Customer NPI; and (b) not to disclose or use Customer NPI except in the performance of its obligations pursuant to this Agreement or in connection with judicial or government proceedings pursuant to applicable law. In addition, IRBsearch has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information.

Notwithstanding the foregoing, Customer acknowledges that Customer may provide information to IRBsearch that constitutes Customer NPI but which is duplicative of information that IRBsearch has lawfully received from other sources free of any confidence. In such event, Customer acknowledges that this will not prohibit IRBsearch from using and disclosing such information from such other sources so long as IRBsearch does not state or imply that Customer was the source of such information.

## 3. Performance

IRBsearch will use reasonable efforts to deliver IRBsearch Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of IRBsearch Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that IRBsearch obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on IRBsearch for the accuracy or completeness of information supplied through IRBsearch Services. Customer understands that Customer may be restricted from accessing certain IRBsearch Services that may be otherwise available.

IRBsearch 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 IRBsearch Services. In the event that IRBsearch discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, IRBsearch will, at Customer's option, terminate this Agreement.

## 4. Pricing Schedule

IRBsearch agrees to provide the products at the applicable charge then prevailing for the information requested. Notwithstanding the foregoing, if a Schedule A is attached to this Agreement, the fees as listed on Schedule A shall supersede any other listed prices. Customer agrees to pay IRBsearch providing services under this Agreement fees in accordance with the prices as may be posted on IRBsearch's website, as updated from time to time through online announcements, customer bulletins, and published price schedules.

IRBsearch 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, and it is Customer's responsibility to check the websites of IRBsearch for updates. All current and future pricing documents are deemed incorporated herein by reference.

# Terms & Conditions Continued...

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## 5. Trial Period

The standard IRBsearch trial period allows each new account 50 free searches for one week. The free-trial period begins when all paperwork is completed and approved by IRB and a temporary password is assigned to the primary account holder. The free-trial period concludes when the 50 free searches are used by the customer or at the end of seven days following trial account activation—whichever comes first. Special promotional codes may supersede the amount of free searches and/or the duration of the free trial account.

## 6. Intellectual Property

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

## 7. Charges

For each response to a request for information, Customer agrees to pay to IRBsearch for use of IRBsearch Services the applicable charge then prevailing for the information requested. Customer shall pay to IRBsearch fees in accordance with the prices as updated from time to time through online announcements, customer bulletins, and published price schedules. Customer shall also pay to IRBsearch a monthly service charge, currently in the amount of \$15 in addition to fees incurred from the use of the system (zero balance accounts do not incur this service charge). IRBsearch is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its policies that may occur from time to time, and it is the Customer's responsibility to check the IRBsearch Service website and/or publications for such notifications.

All current and future IRBsearch pricing documents are deemed incorporated herein by reference. By choosing to have a credit card or electronic funds transfer (EFT) billed directly by IRBsearch, Customer hereby authorizes the members of IRBsearch that are providing services to the Customer under this Application and Agreement to bill this credit card or electronic funds transfer (EFT) for the charges incurred for use of IRBsearch Services. Additionally, Customer hereby agrees that if the credit card company or financial institution refuses to pay charges incurred for use of IRBsearch Services, Customer shall be personally responsible for the payment of such charges.

## 8. Payment of Fees

Customer shall be responsible for payment for all services obtained through Customer's user identification names and/or numbers ("User ID") after the expiration of a free trial if applicable, 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 any members of IRBsearch or who obtains the User ID by or through a break-in or unauthorized access of IRBsearch's offices, premises, records or documents, or computer system.

Customer has an obligation to implement security procedures to ensure that the User ID is protected from unauthorized access, use or theft. Customer shall pay on a monthly basis to IRBsearch the fees incurred for the use of such IRBsearch service, and Customer agrees that it may be electronically invoiced for those with payment occurring via (1) charge to the credit card number provided above or (2) draft by electronic funds transfer (EFT) pursuant to the Automated Clearing House Agreement, to be signed and delivered with this agreement. In the event there are insufficient funds in Customer's account following an initial debit attempt, IRBsearch will issue a late payment notice and will charge Customer a \$35 late fee, and will accrue interest at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less.

As a security procedure, it is Customer's responsibility to notify IRBsearch promptly, upon receipt of a monthly invoice or the monthly statement for any credit card or automated clearing house transaction, of any billing of any erroneous or unauthorized charges that Customer did not intend to be bound by, or for which Customer had not received any benefit or value; furthermore it is Customer's obligation to promptly (within no less than three days) notify IRBsearch if Customer's User ID or password has been compromised.

## 9. Term of Agreement

This Agreement is for services rendered and shall be in full force and effect during such periods of time during which IRBsearch is providing services for Customer (the "Term"); provided, however, that if a Schedule A is attached to this Agreement, any term provided on such Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as IRBsearch is providing services for Customer.

## 10. Termination

Except where an attached Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this agreement at any time for any reason.

# Terms & Conditions Continued...

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## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles, the parties agreeing that the formation of this Agreement is in the State of Florida. Additionally, any action brought pursuant to Customer's use of IRBsearch Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction and venue of the courts of Leon County, Florida.

The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Leon County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Agreement must be brought in the courts of record of the state of Florida in Leon County or the District Court of the United States, Northern District of Florida, Tallahassee Division; (ii) consents to and shall make all elections to the jurisdiction and venue of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court.

## 12. Assignment

The license granted pursuant to this Agreement to Customer to use IRBsearch Services may not be assigned by Customer, in whole or in part, without the prior written consent of IRBsearch. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment. The Customer acknowledges that this Agreement is fully assignable by IRBsearch and is a transferable record as an electronic record.

## 13. Warranties/Limitation of Liability

Neither IRBsearch, nor their subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, IRBsearch, their subsidiaries and affiliates, and their data providers are hereby collectively referred to as "IRBsearch") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from IRBsearch Services) for any loss or injury arising out of or caused in whole or in part by IRBsearch's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering IRBsearch Services. If, notwithstanding the foregoing, liability can be imposed on IRBsearch, then Customer agrees that IRBsearch's aggregate liability for any and all losses or injuries arising out of any act or omission of IRBsearch in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00; provided, however, that such limitation of liability shall not apply to IRBsearch's indemnification obligation detailed in Terms and Conditions Section 13 hereof, and customer covenants and promises that it will not sue IRBsearch 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 IRBsearch.

IRBsearch does not make and hereby disclaims any warranty, express or implied, with respect to IRBsearch Services provided hereunder; provided, however, IRBsearch does hereby warrant that IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services. IRBsearch does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of IRBsearch Services or information provided therein. In no event shall IRBsearch 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.

## 14. Indemnification

Customer hereby agrees to protect, indemnify, defend, and hold harmless IRBsearch from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through IRBsearch.

IRBsearch hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to their respective breaches of the warranty made in Terms and Conditions Section 12 hereof regarding whether IRBsearch has complied with the law and applicable third-party data provider contracts in providing IRBsearch Services.

## 15. Survival of Agreement

Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for IRBsearch Services, Audit, and disclaimer of warranties shall survive any termination of the license to use IRBsearch Services.

## 16. Audit

Customer understands and agrees that in order to ensure compliance with the GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, the terms and conditions of this Agreement, and IRBsearch's obligations under its contracts with its data providers, IRBsearch may conduct periodic reviews of Customer's use of IRBsearch Services and may, upon reasonable notice, audit Customer's records, processes, and procedures related to Customer's use, storage, and disposal of IRBsearch Services and information received therefrom.

Customer agrees to cooperate fully with any and all audits. Violations discovered in any review and/or audit by IRBsearch will be subject to immediate action including, but not limited to, suspension or termination of the license to use IRBsearch Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

# Terms & Conditions Continued...

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## 17. Employee Training

Customer shall train new employees prior to allowing access to IRBsearch Services on Customer's obligations under this Agreement, including but not limited to the licensing requirements and restrictions under Terms and Conditions Section 1 and the security requirements of Terms and Conditions Section 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to IRBsearch Services no less than annually. Customer shall keep records of such training.

## 18. Attorney's Fees

The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorney fees and costs expended by such prevailing party in association with such action, claim, or lawsuit.

## 19. Taxes

The charges for all IRBsearch 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.

## 20. Customer Change

Customer shall notify IRBsearch immediately of any changes to the information on Customer's Application for IRBsearch Services. IRBsearch reserves the right to terminate Customer's access to IRBsearch Services or terminate the license to use IRBsearch Services without further notice upon receipt of any change in Customer's status which IRBsearch's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.

## 21. Relationship of Parties

None of the parties shall at any time represent that they are the authorized agents or representatives of the others. The issuance of a User ID and password denotes formation of the contract as described herein, such transaction, i.e. issuance of the User ID and password, is deemed IRBsearch's signature to this Agreement.

## 22. Change In Agreement

By receipt of IRBsearch services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Terms and Conditions Section 1 herein, and changes in pricing as IRBsearch shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, or other written notification. All e-mail notifications shall be sent to the individual named in the Contact Information section, unless stated otherwise in this Agreement.

## 23. Entire Agreement

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 this agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of IRBsearch Services.

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 IRBsearch unless IRBsearch 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 in any contract in which this Agreement is referenced or made a part of.

In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired the meaning given to them in the Application.