



SERVICE AGREEMENT

Sterling Infosystems, Inc. ("**Sterling**") and the client named below ("**Client**") agree that Sterling shall make available to Client employment screening and/or background checking services ("**Services**") subject to this Service Agreement ("**Agreement**"). The Effective Date of this Agreement is as set forth below Sterling's signature. In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative.

1. Services

1.1 Sterling shall make available to Client the Services. Sterling and Client acknowledge that Decision Point, LLC shall deliver payment to Sterling. Sterling and Client agree that Client's orders for background checks hereunder are expected to commence on or about _____ [insert expected go live date] (the "**Commencement Date**"). Any twelve (12) month period starting on the Commencement Date or anniversary thereof is referred to as a "**Contract Year**".

1.2 The initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of thirty-six (36) months after the Commencement Date. Thereafter this Agreement shall automatically renew for additional twelve (12) month terms unless either party gives notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or renewal term, as applicable; provided that Sterling shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Application in the form determined by Sterling, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.

3. Restrictions on Use

3.1 Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("**FCRA**"), solely for the purpose(s) designated by the Client in the Credentialing Application and in accordance with the End User Certification signed by the Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

3.2 Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("**FACTA**") and applicable state and local laws and regulations.

4. Confidentiality

4.1 Client shall not disclose any background screening reports provided by Sterling hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such

report.

4.2 Each party ("**Recipient**") will treat all information provided by the other party ("**Discloser**") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party. Sterling may publicly refer to Client as a Sterling customer and use Client's logo in connection therewith.

4.3 Notwithstanding the foregoing, Client hereby grants to Sterling a non-exclusive license to make use of information compiled by Sterling in connection with its performance of services hereunder in aggregate statistical form in a way that does not disclose any discrete items of information by which an applicant/employee or his or her connection with Client can be identified.

5. Disclaimers

5.1 Client acknowledges (a) that the depth of information collected by Sterling varies among sources and Sterling cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data, and (b) that the information that Sterling discovers with respect to a the subject of a background check report is subject to the reporting limitations of the FCRA and other applicable law. Client shall be responsible for determining that its own use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to FCRA and FACTA.

5.2 Sterling may from time to time offer information (including sample documents) presented as general education, which is not intended to and shall not constitute legal advice, either express or implied. Client acknowledges and agrees that it will consult with its own legal counsel regarding all employment law matters, including but not limited to its legal obligations with respect to its procurement and use of

background screening services.

5.3 EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (A) STERLING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) STERLING DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. Limitation of Liability

6.1 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS), REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

6.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Sections 6.1 and 6.2 above shall not apply with respect to breach of Section 3 or 4.

7. Termination

7.1 In the event of material breach of this Agreement by Client or Sterling, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.

7.2 Sterling may immediately suspend Services, in whole or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an

involuntary petition within sixty (60) days after filing date, or (iii) if Sterling reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law.

7.3 The provisions set forth in Sections 4, 5, 6, 7.3, 8 and 9 will survive the termination of this Agreement.

8. Choice of Law; Disputes

8.1 This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. Miscellaneous

9.1 This Agreement, addenda, attachments, exhibits and/or schedules (including the End User Certification, Credentialing Application, product specific addenda and Statements of Work), constitute the entire agreement between Sterling and Client regarding the Services. In the event of any conflict between this Agreement and any addenda, attachments, exhibits and/or schedules, the applicable addendum, attachment, exhibit or schedule shall control. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Sterling and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.

9.3 This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Sterling may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Sterling (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Sterling's assets (so long as the assignment is to the acquirer of such assets).

	STERLING INFOSYSTEMS, INC.	Client:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	