

AUDITORY IMPLANT INITIATIVE  
4327 BARNETT RD.  
WICHITA FALLS, TX 76310-2303

88-714  
1119 35

1010

DATE \_\_\_\_\_

PAY TO  
THE ORDER OF

\$

DOLLARS



Security Features  
Included.  
Details on Back.



**American National Bank & Trust™**  
Main Branch  
2732 Midwestern Pkwy • (940) 397-2300  
Wichita Falls, Texas, 76308

MEMO

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SPECIALTY GRAY

## MSA Help Sheet

Our MSA can be somewhat cumbersome to complete. This is due the sensitive nature of our data and the regulations that accompany it. The help sheet should make it much easier to complete. If you have any questions at all feel free to contact me.

Gavin Jones | 678.324.3809 | gjones@IDology.com

- **MSA:** Fill out completely **initial the bottom of all 8 pages** (including price sheets) sign, date, & initial the last page. Below are typical selections for page 2 sections A & B.
  - In section A page 2, check off Completion of a transaction
  - In section B page 2 check off Use in the normal course of business
  - Tax ID # needed at the top of page 2
  - IP address is not needed for the application process but is appreciated if known
- **We will need:**
  - A copy of the driver's license or passport from the person who signs the contract on page 6
    - Make sure the copy of the picture ID is readable
  - A copy of your business license and or the first few pages of your articles of incorporation
- **ACH Form:** Voided business check and fill out the banking info on the form

### ***Common mistakes to avoid:***

- Not initialing the bottom of **all 8 pages**
- On page 2 Section A: checking I have no GLB permitted use (you cannot use our services if this is checked)
- On page 3 Section B: checking I have no DPPA permitted use (you cannot use our services if this is checked)
- Page 2 Section D: Business Description-Brief description of business  
*Example- Prepaid Card Company we need identity verification for compliance/fraud.*

For security reasons we prefer that you scan the MSA & additional documents and send them to: SecureAdmin@IDology.com

Once your email has been sent please send a separate notification email to your IDology contact so they can go pull/review the application.



## Enterprise Application and Master Service Agreement

1. Print this document, complete requested information and execute this Enterprise Application and Master Services Agreement (this "MSA"). **If approved, IDology, Inc. ("IDology") will deliver a countersigned copy of this MSA to Enterprise.**

2. Provide the applicable documentation and information as requested below:

**Publicly Traded Organization Check List:**

- ☐ Stock Symbol: \_\_\_\_\_  
☐ Voided Business Check  
☐ Automatic Funds Transfer Form

**Privately Held Organization Check List:**

- ☒ Business License  
☒ Signing authority's Driver's License (see \* below)  
☐ Voided Business Check  
☐ Automatic Funds Transfer Form  
☒ Corporate Charter or Similar Certificate of organization  
☐ Companies incorporated less than one year, additional documents are required (see \* below)

3. Initial **ALL** pages, sign where indicated, fax the MSA and supporting documentation to IDology at 678-324-3824 or scan and email to [secureadmin@idology.com](mailto:secureadmin@idology.com). Notices and correspondence regarding this MSA should be sent to IDology, Inc., 280 Interstate North Circle SE, Suite 610, Atlanta, Georgia 30339, Attn: Legal Department.

The information submitted by Enterprise will be used to determine eligibility for access to IDology's platform and services. IDology reserves the right to reject this MSA without reason or for any reason whatsoever, without recourse against IDology or any of its employees, officers, directors, agents, affiliates, or other designees. Applicant authorizes IDology to independently verify the information provided and perform research about the individuals identified herein, including credit reports, according to IDology's credentialing procedures.

\* If applicant is a sole proprietor or partnership, please submit a copy of all of the owners' driver's licenses. If applicant has been incorporated less than one year, please submit two (2) current documents from the following: commercial insurance policy declaration page; phone bill; copy of bank statement; sales tax registration; franchise tax certificate; or FEIN letter issued by the IRS.

**PART 1: (Please complete this entire section)**

**SECTION A: ENTERPRISE APPLICANT INFORMATION**

Enterprise Business Name (the "Enterprise"): The Auditory Implant Initiative

Physical Address: 1 Burnside Dr.

City Wienita Falls State TX Zip 76310

Telephone (940) 322-6953 Fax (940) 767-9301

Federal Tax ID EIN 46-3098309

Applicant Web Addresses (URL's): www.aai-hermes.org / cochlearProject

IP Address: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

IP Address Range: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ to \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**SECTION B: ENTERPRISE CONTACT INFORMATION**

Last Name Grisel First Name Jedidah Title Dr.

Telephone (513) 497-3993 Extension — Fax (940) 767-9301

Email Address jgrisel@wf-net

**SECTION C: TYPE OF BUSINESS**

\_\_\_\_ Sole Proprietor Y Corporation \_\_\_\_\_ Partnership/LLC 501(c)3 - Nonprofit

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**SECTION D: BUSINESS DESCRIPTION***(Include the purpose for which the Services will be used)*Communication and data tracking Platform to improve Cochlear Implant care.**SECTION E: ENTERPRISE BUSINESS PRINCIPAL(S)***(Required for companies incorporated less than five years, sole proprietors and partnerships)*

Last Name	<u>DeJong</u>	First	<u>Andrew</u>	Title	<u>Dr</u>	% of Ownership	<u>1/3</u>
Last Name	<u>Sun</u>	First	<u>Gordon</u>	Title	<u>Dr</u>	% of Ownership	<u>1/3</u>
Last Name	<u>Gessel</u>	First	<u>Jedidiah</u>	Title	<u>Dr</u>	% of Ownership	<u>1/3</u>

} Board members

**PART 2: DECLARATION OF ACCEPTABLE USES****SECTION A: Gramm-Leach-Bliley Act (GLB) ACCEPTABLE USES (CHECK ALL THAT APPLY - AT LEAST ONE MUST BE CHECKED)**

The information that the IDology Services provides to the Enterprise's end user may contain consumer identification information governed by the Gramm-Leach-Bliley Act ("GLB"). In accordance with the GLB, such information may only be used for the following purposes:

- ☒ **Completion of a transaction** authorized by the consumer including but not limited to the collection of delinquent accounts.
- ☒ **Application Verification** including but not limited to (a) employment application verification (however, IDology data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)), (b) property leasing application information verification (however, IDology data cannot be used for making a leasing decision as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)), and (c) insurance application information verification (however, IDology data cannot be used for making a decision to insure an individual or business as outlined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.)). Enterprise represents and warrants that IDology data will not be used for purposes governed by the Fair Credit Reporting Act.
- ☐ **Law firm and attorney functions**
- ☐ **Insurance purposes** including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects
- ☐ **Fraud detection and prevention**
- ☐ **Required institutional risk control/dispute resolution for resolving customer disputes or inquiries**
- ☐ I have no GLB permitted use.

**SECTION B: Driver's Privacy Protection Act (DPPA) ACCEPTABLE USES (CHECK ALL THAT APPLY - AT LEAST ONE MUST BE CHECKED)**

The IDology database also contains driver's license and motor vehicle registration information subject to the protections of the Driver's Privacy Protection Act (DPPA). In accordance with DPPA, such information may only be used for the following purposes:

- ☐ Use by court or other government agency or entity, acting directly on behalf of a government agency. 18 U.S.C. § 2721 (b)(1)
- ☐ Use for any matter regarding motor vehicle or driver safety or theft; to inform an owner of a towed or impounded vehicle. 18 U.S.C. § 2721 (b)(2)
- ☒ Use in the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, the individual. 18 U.S.C. § 2721 (b)(3)
- ☐ Use in connection with a civil, criminal, administrative, or arbitral proceeding. 18 U.S.C. § 2721 (b)(4)
- ☐ 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 the Commercial Motor Vehicle Safety Act of 1986. 18 U.S.C. § 2721 (b)(9)
- ☐ Use by an insurer or insurance support organization, in connection with claims investigation activities, antifraud activities, rating or underwriting. 18 U.S.C. § 2721 (b)(6)
- ☐ Use by a licensed private investigative agency, or licensed security service, for a purpose permitted in items 1 through 6 above. 18 U.S.C. § 2721 (b)(8)
- ☐ I have no DPPA permitted use.

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Enterprise agrees to comply with the following limitations on the use of data provided by the Services: (a) not to use the Services for any "permitted purpose" covered by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA") or use any of the information it receives through the Services to take any "adverse action", as that term is defined in the FCRA; (b) not to use the Services in violation of the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.); (c) not to use the Services other than pursuant to an exception to the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Sec. 6801 et seq.); (d) not to use the Services in violation of such other legislation that may be enacted in the future that IDology determines limits the use of the Services by Enterprise user. Enterprise will not use the information gathered through the Services for marketing purposes. If at any time, IDology determines, in its sole and reasonable discretion, that Enterprise is not using the Services provided under this MSA in compliance with any of the foregoing, IDology may terminate this MSA immediately without notice and without waiving any claim for damages.

### **PART 3: TERMS AND CONDITIONS**

#### **1. Services.**

a. IDology will utilize information gathered from selected public records and other sources to provide the services described in Part 4: Service Description and Price List and in Section 9 Alert List and Network Alert Notice (collectively the "Services") in consideration of the payment of fees set therein.

b. Enterprise may use the Services and any data obtained thereby only in accordance with this MSA. Enterprise may not use the Services or any data obtained thereby for any illegal purpose.

**2. Payment.** In consideration of the provision of Services by IDology, Enterprise shall pay the fees set forth in Part 4. Payment shall be made by electronic funds transfer pursuant to the Automated Clearing House Authorization Form, to be signed and delivered with this MSA. In the event there are insufficient funds in Enterprise's account following an initial debit attempt, IDology will issue a written late payment notice, will charge Enterprise 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. IDology reserves the right to adjust pricing for Services after sixty days written notice to the Enterprise.

#### **3. Term and Termination.**

a. Term. This MSA shall commence as of the latter date of execution by the parties hereto and shall continue for one year, and such initial term will be automatically extended for successive annual periods unless either party provides written notice of its intent to terminate at least 60 days prior to close of the initial term or any renewed term, unless sooner terminated pursuant to Section 3(b).

b. Termination. Either party may terminate this MSA immediately upon the occurrence of any one or more of the following events: (i) the failure of Enterprise to pay the fees in the amount required to be paid under this MSA; (ii) the other party breaches any material term or provision of this MSA (other than a breach described in subsection (i) above), and such breach remains uncured ten (10) days after the non-breaching party gives written notice thereof to the breaching party; or (iii) the other party becomes insolvent, makes an assignment for the benefit of its creditors, institutes or becomes subject to any proceeding under any bankruptcy or similar laws for the relief of debtors, or seeks the appointment of, or becomes subject to the appointment of, any trustee or receiver for all or any portion of such party's assets.

c. Post Termination Duties. Upon termination of this MSA for any cause or reason whatsoever, neither party shall have any further rights or obligations under this MSA, except as provided in Section 11(I) of this Part 3, and Enterprise shall be denied access to the Services. All ID transaction activity, including, but not limited to, historical database records may be eliminated, compressed, and/or discarded by methods and means at the sole discretion of IDology. Termination of this MSA shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which IDology may be entitled.


#### **4. Intellectual Property.**

a. IDology hereby grants to Enterprise a non-exclusive, non-transferable, royalty-free license, without the right to sublicense, exercisable solely during the term of this MSA, to access the IDology Services platform (the "Platform") solely for the purpose of accessing and using the Services. Except for the rights expressly granted herein, this MSA does not transfer from IDology to Enterprise any right, title or interest in or to the Platform or the technology and intellectual property that comprises the Platform (the "IDology Technology") all of which shall remain solely with IDology.

b. IDology's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of IDology. Enterprise may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of IDology.

c. If Enterprise provides IDology with any feedback, comments, suggestions, ideas or the like relating to the Services that do not contain any Enterprise Confidential Information such communications will be treated as being non-confidential and non-proprietary and may be used, disclose or publish by IDology for any purpose whatsoever.

d. Enterprise agrees not to resell, reproduce, retransmit, republish, reverse-engineer or otherwise transfer for any purpose the IDology Technology. Enterprise acknowledges that IDology shall retain all right, title and

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interest in and to the IDology Technology and the IDology database as well as all physical copies thereof. Enterprise acquires no intellectual property pursuant to this MSA.

## **5. Confidentiality.**

a. Neither party may use or disclose to any third party any Proprietary Information (as defined below) of the other party disclosed or made available to it, except for use of such Proprietary Information as required in connection with the performance of its obligations or use of the Services hereunder. Subject to Section 5(b), each party will: (i) treat the Proprietary Information of the other party as secret and confidential, (ii) limit access to the Proprietary Information of the party to those of its employees and contractors, including, in the case of IDology, its data providers, who require it in order to effectuate the purposes of this MSA, and (iii) not disclose the Proprietary Information of the other party to any other person without the prior written consent of the other party.

b. Notwithstanding Section 5(a), the following shall not be considered Proprietary Information: (i) any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party; (ii) any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party; (iv) any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure; or (v) any information that, five years after expiration or termination of this MSA, does not constitute a trade secret under applicable law.

c. Each party acknowledges that disclosure of any aspect of the Proprietary Information of the other party shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, shall entitle the other party to seek injunctive or other equitable relief. Upon expiration or termination of this MSA for any reason, each party shall promptly return to the other party all Proprietary Information of the other party (including all copies thereof) in its possession or control.

d. For purposes of this MSA, "Proprietary Information" shall mean all technical, business and other information of a party that: (i) is not generally known to the public, (ii) derives value, economic or otherwise, from not being generally known to the public or to other persons who can obtain value from its disclosure or use, and (iii) is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.

e. Enterprise will not disclose the information gathered through the Services to any third party and will otherwise protect it in the same manner as it treats its own confidential information, but in no event with less than best efforts, including limiting internal access to personnel who need access to it to perform their jobs and requiring vendors who need access to perform services for Enterprise to adhere to the same confidentiality obligations as Enterprise is required herein.

## **6. Limited Warranty**

a. IDology represents and warrants to Enterprise that the Services will be performed (i) at least at the same level of service as provided by IDology generally to its other customers for the same Services; and (ii) in compliance in all material respects with this MSA. Enterprise acknowledges and agrees that IDology obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Enterprise shall not rely on IDology for the accuracy or completeness of information supplied in using the Services. Enterprise accepts all information **"AS IS" "WITH ALL FAULTS."**

b. The foregoing warranties shall not apply to performance issues or defects in the Services (i) caused by factors outside of IDology's reasonable control; (ii) that resulted from any actions or inactions of Enterprise or any third parties; or (iii) that resulted from Enterprise's software or equipment or any third-party software or equipment not within the sole control of IDology.

c. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, IDOLOGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY IDOLOGY TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND IDOLOGY HEREBY EXPRESSLY DISCLAIMS THE SAME. IDOLOGY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, OR ERROR-FREE.**

7. **Limitation of Liability.** IN NO EVENT WILL IDOLOGY OR ANY DATA PROVIDER USED BY IDOLOGY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES), LOST OR CORRUPTED DATA OR OTHER LIABILITY ARISING OUT OF OR IN ANY MANNER IN CONNECTION WITH THIS MSA, THE PERFORMANCE OR BREACH HEREOF, THE SUBJECT MATTER OF THIS MSA, OR ENTERPRISE'S USE OF, OR INABILITY TO USE, THE SERVICES, ANY INFORMATION OR DATA PRODUCED BY THE SERVICES OR ANY OTHER INFORMATION, DATA OR MATERIALS PROVIDED TO ENTERPRISE HEREUNDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING STRICT LIABILITY OR NEGLIGENCE), WHETHER OR NOT THEY HAVE BEEN ADVISED, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY, OF SUCH DAMAGES. ENTERPRISE AGREES THAT IDOLOGY'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR

OMISSION OF IDODOGY IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS MSA SHALL NEVER EXCEED ONE HUNDRED DOLLARS (\$100).

## **8. Security of Data.**

a. IDology recognizes the importance of protecting the information it collects in the delivery of Services and will take reasonable steps to maintain the security, integrity and privacy of such information. IDology will ensure that any information it collects will be adequate, relevant and not excessive for purposes of this MSA. Except where necessary in connection with Services provided by appropriate intermediaries, who will be required to comply with the confidentiality provisions of this MSA, IDology will not disclose any personal or corporate information identifying Enterprise or its customers to any third party, unless required by law or to enforce the terms of this MSA.

b. IDology may disclose to third parties navigational and transactional information in the form of anonymous, aggregate usage statistics (including "hits") and demographics in forms that do not reveal Enterprise's identity or confidential information, except as required by law.

**9. Alert List and Network Alert Notice.** IDology provides the Alert List and the Network Alert Notice as optional services. The Alert List allows Enterprise to define data attributes that will raise an alert notice when matching data is entered into Enterprise's configuration. By opting into the Network Alert Notice, Enterprise's Alert List attributes will be available to other IDology customers that have opted in to the Network Alert Notice if a match is found (without identifying the Enterprise) and Enterprise will have access to other IDology customer's Alert List attributes that have opted in to the Network Alert Notice when a match is found (without identifying the other IDology customer). Enterprise may not contribute data attributes to its Alert List unless Enterprise reasonably believes that the data attributes are positively correlated with fraudulent activity. The information obtained by opting in to the Network Alert Notice may not be used to take any "adverse action", as that term is defined in the FCRA and must be used in compliance with the obligations in Part 2: Declaration of Acceptable Uses and this MSA.

**10. Right to Audit.** IDology shall have the right to audit, directly and through its independent auditors, Enterprise's use of the Services to ensure compliance with this MSA. Such audits may be conducted during normal business hours upon seventy-two (72) hours of written notice of intent to audit by IDology. Except as required by law, IDology agrees to maintain the confidentiality of all of Enterprise's procedures and processes disclosed during the audit. If an audit reveals a violation of the terms of this MSA, IDology may promptly notify Enterprise in writing of any problems discovered and allow Enterprise four (4) business days to cure the problem. If Enterprise does not cure the problem within such time, then IDology, among other remedies, may terminate this MSA.

## **11. Miscellaneous.**

a. Independent Contractors. IDology and Enterprise are independent contractors and nothing contained in this MSA places IDology and Enterprise in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

b. Governing Law; Jurisdiction. This MSA shall be interpreted and enforced in accordance with the substantive laws of the State of Georgia, without regard to its principles of conflicts of law. Any dispute arising under this MSA or out of performance of the obligations hereunder shall be brought exclusively in the state courts sitting in Cobb County, Georgia and the U.S. District Court for the Northern District of Georgia. The parties agree to waive any right to trial by jury in any lawsuit between them in any jurisdiction or forum.

c. Headings; Entire Agreement; Amendments. The headings herein are for convenience only and are not part of this MSA. This MSA, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this MSA constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this MSA and any purchase order, correspondence or other communication of Enterprise or IDology, the terms and conditions of this MSA shall control. No additional terms or conditions relating to the subject matter of this MSA shall be effective unless approved in writing by an authorized representative of Enterprise and IDology. This MSA may not be modified or amended except by another agreement in writing executed by the parties hereto.

d. Severability. All rights and restrictions contained in this MSA may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this MSA illegal, invalid or unenforceable. If any provision or portion of any provision of this MSA shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

e. Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the

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addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this MSA by notice in writing to the other party as provided herein.

f. Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this MSA shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

g. Assignment; Successors. Enterprise may not assign its rights or delegate any of its duties under this MSA without the prior written consent of IDology. This MSA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

h. Counterparts. If this MSA is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this MSA is signed electronically, IDology's records of such execution shall be presumed accurate unless proven otherwise.

i. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this MSA (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment required for such party to perform its obligations hereunder.

j. No Third-Party Beneficiaries. Nothing in this MSA creates or confers any rights, legal or equitable, in any party other than the parties hereto and their respective successors and permitted assigns.

k. Attorneys' fees. In the event that any action should be necessary for either party to enforce its rights under this MSA, the prevailing party shall be entitled to be reimbursed for all reasonable costs, including, without limitation, reasonable attorneys' fees, incurred in successfully enforcing its rights hereunder.

l. Survival. The rights and obligations of the parties set forth in Part 3, Sections 2-8 and 10-11, and any right or obligation of the parties in this MSA which, by its nature, should survive termination or expiration of this MSA, will survive any such termination or expiration of this MSA.

m. Change in Enterprise. Enterprise shall promptly notify IDology of any changes to the information in Part 1 of this MSA. IDology reserves the right to terminate Enterprise's or its successor's access to the IDology services without further notice upon receipt of any change in Enterprise's status which in IDology's reasonable discretion would cause Enterprise to be unable to comply with its obligations hereunder.

#### AUTHORIZATION AND ACCEPTANCE OF TERMS

Each individual signing below represents that he or she is duly authorized to execute this MSA on behalf of the party's name indicated below and hereby does execute and deliver this MSA as of the date hereof:

Enterprise Applicant:

The Auditory Implant Initiative

IDOLOGY, INC.

Signature: [Signature]

Signature: \_\_\_\_\_

Name: JED GEISER, MD

Name: John C. Dancu

Title: M.D. Founder, Aii

Title: CEO

Date: 1/19/15

Date: \_\_\_\_\_

[Initials]

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**PART 4: DESCRIPTION OF SERVICES AND PRICE LIST**

<b>Identity Verification</b>	<b>ExpectID<sup>®</sup></b>	<b>Per Item Fee</b>
Input data elements: Name, Address and SSN4/9 or DOB		\$0.37
Additional fee if input data elements are only Name and Address (PI only)		\$0.05
Additional service - ExpectID Phone		\$0.10
Additional service - ExpectID Differentiator		\$0.13
Additional service - ExpectID GeoTrace		\$0.05
Additional service - High Risk Address (when address is located)		\$0.50

<b>Age Verification</b>	<b>ExpectID<sup>®</sup> Age</b>	<b>Per Item Fee</b>
Input data elements: Name, Address and SSN4/9 or DOB		\$0.37
Additional fee if input data elements are only Name and Address (PI only)		\$0.05
Additional service - ExpectID Phone		\$0.10
Additional service - ExpectID Differentiator		\$0.13
Additional service - ExpectID GeoTrace		\$0.05

<b>Out-of-wallet knowledge-based authentication questions</b>	<b>ExpectID<sup>®</sup> IQ</b>	<b>Per Item Fee</b>
Input data elements: Name, Address and SSN4/9 or DOB		\$1.02
Additional fee if input data elements are only Name and Address (PI only)		\$0.13
Additional service - Challenge Questions (1 or 2 additional questions)		\$0.20
Additional service - ExpectID GeoTrace		\$0.05
Additional service - High Risk Address (when address is located)		\$0.50

USA Patriot Act compliance	ExpectID <sup>®</sup> PA – Global Watchlist	Per Item Fee
Input data elements: Name, Address, SSN4/9 or DOB <ul style="list-style-type: none"><li>• Stand-alone</li><li>• With ExpectID</li></ul>		\$0.10 \$0.05 + ExpectID Fee

USA Patriot Act compliance	ExpectID <sup>®</sup> PA – OFAC SDN & PEP	Per Item Fee
Input data elements: Name, Address, SSN4/9 or DOB <ul style="list-style-type: none"><li>Stand-alone</li><li>With ExpectID</li></ul>		\$0.03 \$0.01 + ExpectID Fee



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<b>Scan and validate identity documents</b>	<b>ExpectID<sup>®</sup> Scan</b>	<b>Per Item Fee</b>
Scan and validation of driver's license, state ID or passport Includes matching of input data against information from the scanned document		<b>\$1.40</b>

<b>Account Set Up Fee – one-time fee</b>	<b>\$2,500.00</b>
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<b>Monthly Fees</b>	<b>Gateway Fee</b>	<b>Per Month</b>
<ul style="list-style-type: none"> <li>• Systems access via: <ul style="list-style-type: none"> <li>○ Web Portal ID Credential</li> <li>○ XML API</li> <li>○ Batch processing</li> </ul> </li> <li>• On-Demand Configuration Tool to manage Account and End Users</li> <li>• Customer Service <ul style="list-style-type: none"> <li>○ Toll free 866-520-1234 ext 1: M-F, 9:00 AM to 5:30 PM ET</li> <li>○ <a href="mailto:customerservice@idology.com">customerservice@idology.com</a>: 24/7/365</li> <li>○ Web Portal Proprietary Communication: 24/7/365</li> </ul> </li> </ul>		<b>\$50.00</b>

<b>Optional Consulting Fees</b>	
Data Analysis (after initial review)	<b>\$150.00 / hour</b>
XML Integration Support (after first 4 hours)	<b>\$150.00 / hour</b>
Training Services (after first 2 hours)	<b>\$150.00 / hour</b>
Batch Processing Incoming data normalization and clean up	<b>\$75.00 / hour</b>

Texas

USA  
TX

DRIVER LICENSE

4d DL 16335216 9 Class C  
4a Iss 04/22/2014 4b Exp 06/01/2019

3 DOB 06/01/1978

1 GRISEL  
2 JEDIDIAH JAMES

8 5109 LAKE WELLINGTON PKWY  
WICHITA FALLS TX 76310-0000

12 Restrictions A

9a End NONE

16 Hgt 6-00

15 Sex M

18 Eyes BRO

5 DD 06512490049242606650

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



John Steen  
Secretary of State

Office of the Secretary of State  
Packing Slip

July 11, 2013  
Page 1 of 1

Jedidiah J. Grisel  
4327 Barnett Rd.  
Wichita Falls, TX 76310

Batch Number: **48900652**

Batch Date: **07-08-2013**

Client ID: **439559469**

Return Method: **Mail**

Document Number	Document Detail	Number / Name	Page Count	Fee
<b>489006520002</b>	<b>Certificate of Formation</b>	<b>Auditory Implant Initiative</b>	<b>0</b>	<b>\$25.00</b>
<b>Total Fees:</b>				<b>\$25.00</b>

Payment Type	Payment Status	Payment Reference	Amount
<b>Check</b>	<b>Received</b>	<b>273</b>	<b>\$25.00</b>
<b>Total:</b>			<b>\$25.00</b>

**Total Amount Charged to Client Account: \$0.00**  
(Applies to documents or orders where Client Account is the payment method)

*Note to Customers Paying by Client Account:* This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: MGARZA



## Office of the Secretary of State

July 11, 2013

Jedidiah J. Grisel  
4327 Barnett Rd.  
Wichita Falls, TX 76310 USA

RE: Auditory Implant Initiative  
File Number: 801814848

-----  
It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at [www.irs.gov](http://www.irs.gov).

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555  
Enclosure



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Auditory Implant Initiative  
File Number: 801814848

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/08/2013

Effective: 07/08/2013



A handwritten signature of John Steen in black ink.

John Steen  
Secretary of State

**Form 202**  
**(Revised 05/11)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
**Filing Fee: \$25**



**Certificate of Formation**  
**Nonprofit Corporation**

This space reserved for office use.

**FILED**  
in the Office of the  
Secretary of State of Texas

**JUL 08 2013**

**Corporations Section**

**Article 1 – Entity Name and Type**

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Auditory Implant Initiative

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

**OR**

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Jedidiah	J	Grisel	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

4327 Barnett Rd	Wichita Falls	TX	76310
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Article 3 – Management**

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

*A minimum of three directors is required.*

Director 1				
Jedidiah	J	Grisel		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
4327 Barnett Rd	Wichita Falls	TX	76310	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 2				
Andrew		deJong		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1730 Birmingham Dr	College Station	TX	77845	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Patti		Trautwein		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
13059 Peakview Ave	Centennial	CO	80111	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

OR

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

#### Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

☒ A. The nonprofit corporation shall have members.

☐ B. The nonprofit corporation will have no members.

#### Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

Auditory Implant Initiative is dedicated to improving cochlear implant care in the community  
by facilitating research, collaboration and outreach.

*The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.*



## Supplemental Provisions/Information

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

### Organizer

The name and address of the organizer:

Jedidiah J Grisel

*Name*

4327 Barnett Rd

Wichita Falls

TX

76310

*Street or Mailing Address*

*City*

*State*

*Zip Code*

### Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

### Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 7/1/13

Signature of organizer

Printed or typed name of organizer

JEDIDIAH J. GRISSEL



**AUTOMATED CLEARING HOUSE (ACH) AUTHORIZATION FORM**  
*A VOIDED CHECK MUST BE SUBMITTED ALONG WITH THIS ACH AUTHORIZATION FORM.*

Enterprise Name: The Auditory Implant Initiative

As an IDology, Inc. client you agree to a regular billing cycle based on volume which at a minimum is once monthly and a maximum of once weekly. You will receive an invoice for activity within the previous billing cycle and fees for the ExpectID suite of services transacted will be automatically debited via ACH from your business checking account for the previous billing cycle activity.

I (we) hereby authorize IDology, Inc., hereinafter called COMPANY, to initiate debit entries to my (our) **Checking Account / Savings Account** (select one) at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transaction to my (our) account must comply with the provisions of US law.

**DEPOSITORY**

Name American National Bank & Trust  
Branch main Branch  
City Wichita Falls  
State TX Zip 76303

The Bank Name Bank Address	
123456789	12 34567890 101
9 Digit Bank Routing Number	Your Account Number

Routing Number 111907144 Account Number 111 0603

This authorization is to remain in effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

**Authorization:**

Name(s) Jedidiah Grisel Title Founder, MD  
(Please Print)

Signature [Signature] Date 1/19/15

*Attach Voided Business Check*