

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE 1/06/2016.

Recursa Information Solutions, Inc. ("Recursa") and Client shall each be a "Party" to the Agreement. The terms and conditions of this Agreement shall govern all services provided hereunder and those services described in any exhibits to this Agreement and shall supersede all prior agreements between the Parties.

WHEREAS, Recursa offers skip tracing and asset location services as defined in the attached Recursa Services Description and Pricing ("Services"), subject to the term and conditions of this agreement;

Permissible Use/Compliance: Parties warrant and represent that they have a full and complete understanding of their responsibilities under all Federal, State, and Local laws, The Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq ("FCRA"), the Gramm-Leach-Bliley Act ("GLBA"), and the Fair Debt Collection Practices Act ("FDCPA") and the regulations issued thereunder. Client is requesting Recursa Services in full compliance with same.

NOW, THEREFORE, in consideration of the promises and mutual covenants, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Scope of Agreement. This Agreement consists of the terms and conditions set forth herein. If there is a conflict between the terms of this Agreement and those of an Exhibit, the terms of the Exhibit will govern and control with respect to such matter.

2. Service Requests:

a. Submitting Service Requests: All clients will be given a user name and password to our secure CRM, where they can log in, submit Service requests and retrieve results. In the interest of security and compliance, faxes, emails, and phone calls requesting Services will not be accepted.

b. Provided information: Client agrees to provide Recursa with all known information on each Service requested. Client acknowledges withholding such information defeats the mutual objective of both parties and could result in incomplete results and additional fees.

c. Results: Results will be posted on our secure CRM, which will prompt a notice to client that the assignment is complete. In the interest of security and compliance, we cannot email or fax results.

d. Timeframe: Client acknowledges that all time frames listed in Recursa Services Description and Pricing are estimated business days.

e. Client agrees and acknowledges that results of certain Service requests may not be all inclusive, as we cannot possibly guarantee that all requested information will be identified or located.

f. Cancellations: Service requests may be cancelled up to 3 hours following submission without incurring any charges. Service requests cancelled beyond the 3 hour window will incur a \$25 research fee, except for business searches requiring Recursa to locate a business FEIN, which will incur a \$75 research fee.

3. Payment Terms. Invoices shall be paid by Client to Recursa via credit card, which will be kept on file with our PCI compliant processor. Service types listed in as "pre-paid" will be charged at the time the service has been requested by client. All other services ordered will be charged in our regular billing process, which occurs twice per month, the first and the 15<sup>th</sup> respectively. At that time, an invoice and receipt detailing the

charges will be sent. Invoices may also be paid using our secure website checkout. If you have a pre-existing arrangement to pay via check, payment is due no later than 15 days from the date of the invoice. A \$50 fee will be incurred for all dishonored checks. Service Fees are set forth in the published product/service list, as are details such as estimated delivery time, and pre-payment requirements. In the event that Client fails to pay any amounts within thirty (30) days of the date of the invoice for such amounts, Client shall pay a late fee equal to one and one-half percent (1.5%) (or the highest rate of interest allowed by law, whichever is less) of the outstanding balance, or portion thereof, for each thirty (30) day period such amount of portion thereof remains outstanding after the applicable due date. A late fee of \$25.00 will apply for each month balances remain unsatisfied. In the event of a dispute client may deduct only disputed amount from current amount due on client invoice however all non-disputed amounts, including late fees are still due within contract terms. Disputed amount must be documented with name and date of account with fee amount. Lastly, should any invoice become delinquent more than 30 days, no further work will be processed or accepted from that Client until such time that the balance has been brought current.

Client agrees not to dispute any credit card charges *with their card provider* without prior written notice (minimum of 5 business days) to Recoursa, so that Recoursa may have a reasonable opportunity to resolve the situation precipitating said dispute.

4. Term and Termination. The terms of this agreement are ongoing. No termination notice is required by either party. Thirty days' notice will be provided to Client upon any change in terms contained herein.

5. General Warranties.

a. Each Party will perform its obligations for which it is responsible under this Agreement in a professional and competent manner.

b. Neither Party will violate any applicable state or federal laws or regulations related to the Services provided under this Agreement, including any privacy, consumer credit or fair trade practices law or regulation; and

c. Both parties are authorized to, and have obtained all necessary approvals, resolutions and authorizations to enter into this Agreement.

6. Services Warranty. Recoursa warrants that all Service requests will be performed with reasonable skill and care consistent with or above industry practices. The sole and exclusive remedy of Client if Information is not accurate shall be as follows:

a. Upon written notification by Client to Recoursa within (30) days of the date the Service results were provided to Client that the Service Results inaccurate or incorrect, and the notice includes the original reference number, name, last four of SSN, reason for the dispute AND SUPPORTING DOCUMENTATION (i.e. Garnishment request sent to bank or employer AND bank or employer's response), Recoursa will attempt to re-verify the Information or provide new Information for the subject. If Recoursa is unsuccessful and the Information originally furnished was not valid for at least ten (10) business days following the date it was furnished to Client, a credit will be issued ON ACCOUNT to Client for the billed amount, less a research fee of 20%. Disputed amount may be deducted from current invoice amount due however all non-disputed amounts, including late fees, are still due within contract terms. Failure to report in writing, provide proper supporting documentation, and do so within (30) days will result in no credits issued regardless of the validity of the dispute.

7. Limitation of Liability; General Indemnification.

a. Except as stated in Section 7 above, Recoursa makes no other warranties, express or implied and

does not guarantee the accuracy or reliability of Location Information or the result or consequences from the use of Location Information by Client. Notwithstanding any other provision of this Agreement, in no event is Recursa liable to Client or to any third party for any incidental, indirect, exemplary, special or consequential damages (including but not limited to damages to business reputation, lost business, postal charges or lost profits), whether foreseeable or not and however caused, even if Recursa is advised of the possibility that such damages might arise.

b. Client shall indemnify and hold harmless Recursa, its affiliates and directors, officers, employees, agents, successors, assigns, licensees and distributors against any and all judgments, settlements, penalties, reasonable expenses (penalties, costs and attorneys' fees) paid or incurred in connection with claims by any party which arise from Clients' violation of the representations and warranties herein, or which arise from Client's use of the Recursa Services, unless resulting from Recursa's violation of applicable law.

c. Recursa shall indemnify and hold harmless Client, its affiliates and directors, officers, employees, agents, successors, assigns, licensees and distributors against any and all judgments, settlements, reasonable expenses (penalties, costs and attorneys' fees) paid or incurred in connection with claims by any party which arise from Recursa's violation of the representations and warranties herein unless resulting from Client's violation of applicable law.

#### 8. Confidentiality.

a. Client Files. Both parties acknowledge that they may receive Confidential Information of the other in connection with this Agreement. Such information consists of information designated in writing by the disclosing Party as confidential prior to disclosure or, even if not so designated, is of such a nature that the receiving Party should reasonably realize it is of a confidential or proprietary nature.

b. Each Party agrees to use the other's Confidential Information solely to perform this Agreement and will not disclose it to any third party (except in connection with performing this Agreement) without the prior written consent of the other.

i. Notwithstanding the foregoing, neither Party will be obligated to hold confidential any information received from the other, which (i) is or becomes publicly known, (ii) is received from any person or entity who to the best of the receiving party's knowledge, has no duty of confidentiality to the other Party, (iii) was already known to the receiving party prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other Party's disclosure, (iv) is developed by the receiving party without using any of the disclosing party's information, or (v) the receiving party is required to disclose by a regulatory agency, court order or other applicable law.

ii. Each Party will indemnify, defend and hold harmless each other from and against any direct and actual loss (except for consequential damages), cost, liability, and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this Section 9.

c. Agreement. Both parties each agree to keep the terms of this Agreement including, without limitation, the pricing terms set forth in the list of Services, confidential and not to disclose it to any third party except where required by a regulatory agency, court order, or other applicable law.

d. Compelled Disclosure. If either Party becomes required to disclose the other Party's Confidential Information or the terms of this Agreement by a regulatory agency, court order or other applicable law, it shall give the other Party as much prior notice of such compelled disclosure as practicable and shall reasonably cooperate with the other Party if it wants to challenge such compelled disclosure or seek a protective order or other applicable protection for such information.

9. Assignment. Client may not assign its rights or obligations under this Agreement without the written consent of Recursa. Any transaction or series of transactions including, without limitation, any merger, consolidation, or other reorganization, or any issuance, sale, gift, transfer or redemption of any capital stock of

or other interests of Client that result in a change of control of Client, will be deemed to be an assignment of this Agreement. Following any actual or deemed assignment, Recoursa may terminate this Agreement upon written notice to Client.

10. Force Majeure. Recoursa will not be liable for any loss or damage due to causes beyond its control, including but not limited to, fire, accident, labor difficulty, war, power or transmission failures, riot, Acts of God or changes in laws and regulations.

11. Entire Agreement; Amendment. This Agreement and the Exhibits constitute the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior agreements, understandings, proposals or representations dealing with the subject matter of this Agreement are terminated and canceled entirely. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. This Agreement may not be amended except by a written agreement that acknowledges modification of this Agreement and is signed by an authorized representative of both parties.

12. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, which are intended to supersede any choice of laws rules which might require the application of the laws of another jurisdiction. Both Parties hereby consent to the exclusive jurisdiction and venue of the courts of Ulster County, New York, with respect to actions brought to enforce or interpret this Agreement and all other disputes between the Parties. The prevailing Party in any lawsuits, including appeals, shall be entitled to an award of its reasonable attorneys' fees and costs.

13. Independent Contractor. Nothing in this Agreement creates a joint venture, partnership, or mutual agency relationship between the parties. No Party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other Party. No Party, nor any employee of a Party, will be deemed to be an employee of another Party by virtue of this Agreement.

14. Non-Solicitation. Neither party, without the prior written consent of the other, will directly or indirectly, solicit or attempt to solicit, divert or hire away any person currently employed, or within 24 months of the last day of employment, of the either party.

15. Right to Audit. Client shall maintain records sufficient to verify compliance with the provisions of this Agreement and the Exhibits hereto, as well as any service-related conditions in any Exhibits attached to this Agreement. No more than twice each year during the Term and for six (6) months thereafter, Recoursa shall have the right, upon reasonable advance written notice to Client, to request such records be forwarded to Recoursa within 5 business days. Such requests would be for the purpose of verifying compliance with the terms and conditions of this Agreement, or to comply with any 3<sup>rd</sup> party Vendor audit upon Recoursa, where such audit includes one of your firms Service requests. The parties agree to cooperate in good faith in performance of the audit, which shall include identifying entities that receive Recoursa information from Client. To the extent it is necessary to disclose Confidential Information to comply with the audit, Recoursa agrees to treat such information in the strictest confidence and use it only for the purpose of the audit.

16. Contact. You agree that we may contact you using the information provided at sign-up, to provide results, inquire for further information needed to perform search requests, and occasionally offer news, special promotions, and industry information.