

SERVICE PARTNERS AGREEMENT

This Services Agreement is made this _____ day of _____, 2005 between _____, (“Service Partner”) having offices at _____ and IntelliCorp Records, Inc. (“IntelliCorp”) having offices at 6001 Cochran Rd., Suite 200, Solon, OH 44139.

WHEREAS Service Partner is a _____.

WHEREAS IntelliCorp is a nationwide provider of background screening services including, but not limited to, criminal record history, motor vehicle records, employment verification, education verification, and social security number verification .

WHEREAS IntelliCorp Records, Inc. agrees to make available certain products for resale by the Service Partner to the Service Provider’s clients.

NOW THEREFORE In consideration of the premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Services:

- a. IntelliCorp agrees to provide access to the services as set forth in Exhibit A in accordance with its usual and customary business processes.
- b. Service Partner may market display, distribute the materials provided by IntelliCorp to Service Partner’s clients as permitted herein. Neither Service Partner nor its clients may aggregate or compile the data received from IntelliCorp into a data base nor join with a third party to formulate a database which competes with the Services provided by IntelliCorp.
- c. Within ninety (90) days of the execution of this Agreement the parties hereto shall work together to design, build, and maintain an electronic data interface to the Services that will allow the Service Partner to access and electronically deliver the Services to the end user. Each party shall use its commercially reasonable efforts to make its computer systems and communications networks (but expressly excluding communication networks and connectivity provided by a third party) available to perform the Services at all times, except for normal maintenance, upgrades, planned outages.

2. **Term and Termination:** This Agreement shall be in effect for a period of _____ () years from the date set forth above (“initial term”). This Agreement shall automatically renew for an unlimited number of one-year terms (the “*Renewal Terms*”) unless a written notice of non-renewal is provided by either party thirty (30) days’ prior to the expiration of the Initial term or any Renewal term. This Agreement may be terminated (i) if a party defaults in the performance of any covenant or condition set forth in this Agreement, and if such default is not cured within thirty (30) days after notice from the non-defaulting party, (ii) if a party is subjected to a voluntary or an involuntary arrangement, composition, bankruptcy or other insolvency proceeding or (iii) by operation of law, (iv) by IntelliCorp if IntelliCorp is no longer authorized by a third party data supplier or provider to deliver that third party’s information or if so directed by the third party data supplier or provider, IntelliCorp may immediately, without prior notification, terminate Service Partner’s access to the Services (iv) if the IntelliCorp Services here under violate any law, rule or regulation.

3. **Pricing** IntelliCorp shall charge Service Partner a fee for each Request processed by IntelliCorp in accordance with Schedules A attached hereto and incorporated herein by reference. Pricing is based on the monthly volume of transactions ordered through the Service Partner's site. IntelliCorp will review the Service Partner's volume on at least a quarterly basis and pricing will be adjusted to the appropriate pricing level.

IntelliCorp agrees to provide thirty (30) days advance notice to Service Partner of any pricing changes. IntelliCorp will provide an invoice for services by the 5th day of each month for the preceding month's activity. Service Partner is responsible for and shall pay all charges and usage fees associated with the use of the Services. Except for taxes based on IntelliCorp's income, Service Partner shall be responsible for payment to IntelliCorp of all federal, state and local sales, excise, use or similar taxes in connection with Service Partner's use of the Services provided hereunder. Service Partner shall pay IntelliCorp interest on all charges not paid within thirty (30) days at the rate of one percent (1%) per month or the maximum interest permitted by law, whichever is less.

4. **Warranty: limitation of liability:** Service Partner warrants and certifies that it will request, receive, disseminate and otherwise use the Services, Reports and the materials in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). Service Partner accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order Services or materials. Service Partner hereby certifies that it has filed all applicable Specific State Forms required by individual states and that if it receives Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return same to IntelliCorp.
 - a. Service Partner warrants and certifies that it is a permissible purpose under the FCRA for which the services were furnished; it has established, will implement and comply with reasonable procedures designed to ensure that the information supplied by Intellicorp is only resold to an end-user with a permissible purpose including exercising reasonable efforts to verify the identity of that user; obtain a certification from the end-user of the purposes for which the report will be used and a certification that the report will not be used for any other purpose.
 - b. **ALL MATERIALS AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY OR COMPLETENESS. NEITHER INTELICORP OR ITS THIRD PARTY SUPPLIERS OR PROVIDERS MAKE REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES OR MATERIALS DELIVERED OR THE MEDIUM OF DELIVERY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR**

OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER INTELLICORP NOR ITS THIRD PARTY SUPPLIERS /PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS REACHED FROM USE OF THE SERVICES OR MATERIALS. IntelliCorp shall not be liable to Service Partner, the user, nor to anyone else for any loss or damage of any kind, including without limitation, special, indirect, incidental or consequential damages, with respect to the Services or materials delivered or the medium of distribution, regardless of whether such liability is based in tort, contract or otherwise.

- c. Neither IntelliCorp Nor its third party suppliers/providers shall be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) errors in or omissions from the Services or materials available or not included therein, (b) the unavailability or interruption of the Services or materials, (c) use of the Services or materials (regardless of whether Service Partner received any assistance from IntelliCorp or any supplier/provider in using the Services or materials), (d) Service Partner's use of any equipment in connection with the Services, (e) the content of the materials, (f) any delay or failure in performance beyond the reasonable control of IntelliCorp or any provider/supplier, (g) use of the materials or authorized printouts by an authorized individual, user or organization, authorized user or other third parties.
 - d. As referred to in this agreement Supplier/Provider means (a) the provider of the Services (IntelliCorp Records, Inc.), its affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assign of the provider of the Services or its affiliates; and (b) each third party supplier of materials, their affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assignee of any third party supplier of materials or any of their affiliates.
 - e. THE AGGREGATE LIABILITY OF THE SUPPLIER/PROVIDER IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT PAID TO INTELLICORP FOR SERVICES DURING THE SIX MONTH PERIOD PRECEDING THE RESPECTIVE EVENT(S) GIVING RISE TO SUCH LIABILITY OR OBLIGATION.. SERVICE PARTNER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT IT MAY HAVE AGAINST ANY COVERED PARTY.
 - f. THE SUPPLIER/PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WITH RESPECT TO THE SERVICES OR MATERIALS DELIVERED OR THE MEDIUM OF DISTRIBUTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE OR IN ANY WAY DUE TO OR RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES OR MATERIALS.
5. **Force Majeure.** Except for the payment of monies due hereunder, neither Party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of

civil and military authorities; provided that such Party gives the other Party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

6. **Records, Audit, and Credentialing:** Beginning on the effective date of this Agreement, Service Partner shall maintain and shall cause its clients to maintain all records related to each request made to IntelliCorp for a (3) year period (and such period as prescribed by law) from the date each request was made. The information retained and reports pursuant to this Section shall include, but not be limited to, the: request date, requested individual, requestor, and permissible purpose for each report and any other information sufficient to verify that the request and use of the report complies with the terms of this Agreement (collectively the “Reports”) and the FCRA. The reports and all information relating to the request shall be made immediately available to IntelliCorp for review and copying upon IntelliCorp’s request or to any governmental authority upon request.

Service Partner shall keep and require that its clients keep accurate records and accounts in accordance with standard business and accounting practices. From time to time, not to exceed two (2) times per year, during regular business hours and upon at least ten (10) days prior written notice, IntelliCorp shall have the right to audit, at its expense, the books and records of Service Partner and or its Service Partner ‘s clients to confirm compliance with the terms of this Agreement . Service Partner shall reasonably cooperate with IntelliCorp with respect to all such audits.

Service Partner understands and acknowledges that various laws require IntelliCorp to safeguard information which insurers, customers and other third parties entrust into IntelliCorp’s care. IntelliCorp maintains strict privacy and security policies to ensure that access to and use of said information is limited to authorized users and permitted purposes. In accordance with these policies, IntelliCorp is required to verify that entities receiving its Services, products and materials are, in fact, approved and authorized to receive the specific the product, content or service in question. Therefore, IntelliCorp requires and Service Partner agrees to (i) fully cooperate with IntelliCorp in connection with any pre-service review of Service Partner prior to permitting Service Partner to access or obtain information from IntelliCorp under this Agreement; and (ii) fully cooperate with IntelliCorp’s continued monitoring of Service Partner including the recertification of Service Partner’s credentials and usage patterns on a periodic basis to assure continued compliance with this Agreement and IntelliCorp’s privacy and security policies. Pre-service review may include but not be limited to a verification of Service Partner’s type of business; confirmation that the stated permissible purpose for obtaining products is compatible with the type of business conducted by Service Partner; conducting a physical inspection of Service Partner’s premises to assure that it is a legitimate business facility, including the confirmation that advertisements and posted signs are compatible with Service Partner’s purported business and purposes; verifying the financial status of Service Partner; and verifying Service Partner’s business references, business phone and address records and web pages through the use of recognized third parties.

7. **Confidentiality:** The Parties acknowledge that during the Term, they may receive information from the other Party that is proprietary and confidential. Each Party will identify any such information by labeling it as “Confidential” at or near the time of disclosure. The Party receiving confidential information from the other will: (a) maintain the confidentiality of such information with the same degree of care, and no less than reasonable care, as it uses for its own proprietary and confidential information, (b) limit access to such confidential information to those employees and outside contractors who have the need for such information and are under a duty of

confidentiality to that Party, (c) not disclose the confidential information directly or indirectly to any other person or entity, and (d) will not use the confidential information for any purpose other than performance of its business under this Agreement. Confidential and proprietary information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by a Party, (ii) becomes available on a non-confidential basis from a source other than a Party that is entitled to disclose such information, (iii) or is required by court or similar order to be disclosed provided that a Party to whom the confidential or proprietary information belongs shall be given reasonable notice from the other Party so as to have time to seek a protective order or similar remedy prior to the disclosure of such information.

8. **Relationship of the Parties.** The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The Parties will perform their obligations hereunder in a professional and business like manner.
9. **No solicitation:** Each Party agrees that it shall not hire or solicit for employment the employees of the other Party during the term of this Agreement or for a period of one (1) year after the termination of this Agreement, without the written consent of the other Party.
10. **Amendments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall constitute the entire agreement between the parties and supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto between the parties. This Agreement may be modified only by written agreement, signed by the parties.
11. **Waiver.** Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.
12. **No Breach or Violation.** Each party warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract other agreement or instrument to which the party is a party or by which the party is bound or affected, or (b) any law, statute or regulation or any injunction, order, award, judgment, decree of any government agency or authority or court to which the Party or its assets are subject. Each party warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement. No legal proceedings have been threatened or brought against a party that could threaten performance of this Agreement and entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation, or order by any court of competent jurisdiction.
13. **Other Agreements.** Each party warrants that it is not bound by any agreement or instrument with a third party that, individually or in the aggregate, impairs or adversely affects in any material way, or to the best of its knowledge, creates a conflict of interest that interferes or could reasonably be expected or be anticipated to interfere with its ability to perform its obligations under this Agreement.

14. **Publicity.** The parties and their respective representatives shall use their best efforts to coordinate the substance of any public comment, statement or communication by any of them with respect to this Agreement and the transactions contemplated hereby, and the terms, conditions or other aspects thereof (unless as such party is advised by its counsel that it is required to make any such comment, statement or communication by applicable law or by a court or governmental mandate, in which case the party so advised shall provide as much notice of such as is reasonably possible to the other party), and shall obtain the consent of the other party to any such proposed comment, statement or communication sufficiently prior to the release thereof for the other party to be able to comment on the substance thereof and on the necessity for making such comment, statement or communication.

15. **Notices.** All notices hereunder shall be in writing and shall be deemed to have properly been given when delivered in person to the party, or when deposited in the United States mail, postage prepaid and properly addressed to the party notified at the addresses set forth below, unless written notice of change of address shall have been received prior thereto:

Service Partner:	_____	IntelliCorp Records, Inc.
Attention:	_____	Attention: William F. Hauswirth
Title:	_____	Title: Chief Operating Officer
Address:	_____	Address: 6001 Cochran Road, Suite 200
	_____	Solon, OH 44139

16. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity, enforceability or operation of any other provision of this Agreement.

17. **No Assignment.** Neither party may sell, assign, sublicense, transfer, nor otherwise convey any of its rights, duties or obligations under this Agreement without the prior written consent of the other party. Any attempted sale, assignment, sublicense, transfer, or conveyance in violation of this section shall be void.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

19. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Entire Agreement.** This Agreement, its schedules and Exhibits contains the entire agreement of the parties and supersedes all previous written and oral agreements with respect to the subject matter hereof. This Agreement, its schedules and the Option Agreement may be changed or modified only in a writing signed by both parties.

In witness whereof, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives.

Service Partner: _____

IntelliCorp Records, Inc.

Signed: _____

Signed: _____

Name: _____

Name: William F. Hauswirth

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____