

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 1

HS ID _____

i3screen ID _____

Legal Business Name: _____ Tax ID: _____

Name of Primary Contact: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Email: _____ Website: _____

Business legal format: Sole Proprietor Partnership / LLC Corporation Non Profit/Volunteer

If your business is NOT incorporated, in order to verify that this is a bona fide business entity, operating as disclosed on the Subscriber Agreement and one that is properly licensed based upon local laws, please attach a copy of your Business License or other form of government issued acknowledgement of your legal right to conduct business in your state. **Your account will not be established without this document submitted with your application.**

Terms and Conditions of Use -and- Confidential Website Access

This Subscriber Agreement (the "Agreement") is entered into effective use on the date set forth below, by and between Data Research Network, Inc., a California corporation, hereinafter known as "DRN" and the requesting Subscriber and/or their designated agent(s), hereinafter known as "Subscriber."

The DRN website (the "Site") is owned and operated by Data Research Network, Inc., ("DRN," "DRN," "we," or "us"). The DRN Terms and Conditions of Use ("Terms," "Agreement") are entered into by and between DRN and the party ("Subscriber," "User," "You," "company," "party") for the purpose of procuring services from the DRN Site. DRN is a Consumer Reporting Agency ("CRA") and, among other services, DRN provides consumer reports and Investigative Consumer Reports (collectively, "Screening Reports") as defined by the Fair Credit Reporting Act ("FCRA") and the Consumer Finance Protection Bureau (CFPB) as well as applicable state laws. In utilizing DRN's services, Subscriber is considered an "End User" of Consumer Reports and/or Investigative Consumer Reports under the FCRA, CFPB and applicable state law. DRN will furnish Subscriber with Screening Reports for legally permissible purposes only, conditioned upon said Subscriber's compliance with this Agreement and fulfillment of all of its obligations (including payment) under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING, BROWSING, OR USING THE WEBSITE, OR MAKING A PURCHASE FROM US, YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH, WITHOUT LIMITATION, THE FCRA AND OTHER APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS, OUR PRIVACY POLICY, AND THESE TERMS.

ANY USE OR ACCESS TO THE WEBSITE BY ANYONE NOT EMPLOYED BY AND REPRESENTING A LEGAL BUSINESS ENTITY IS STRICTLY PROHIBITED. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

1. REGISTRATION & SIGN-IN – When you set up your account, you will be required to create login credentials by providing certain types of personal information. By the action of entering their Username and Password, then clicking "Login" into the confidential Subscriber Website of Data Research Network, Inc., dba: DRN ("DRN"), Subscriber certifies that their requested report(s) are for their personal and/or professional use only, in accordance with the following terms and conditions and to hold the information in strict confidence and not to disclose it to any third parties. The DRN products shall be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of the DRN products on themselves, associates, or any other person except in the exercise of their official duties.

2. ABILITY TO ACCEPT TERMS OF USE – Subscriber affirms that they are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. The DRN confidential Website access is available only to individuals and any other legal entities that can form legally binding contracts under applicable law. Subscriber warrants that anyone provided the confidential Username and Password on behalf of Subscriber have the capacity to enter into or otherwise form legally binding contracts under applicable law, including any agreements that Subscriber enters into or form on behalf of a third party, including, but not limited to, any entities of whom are an employee of Subscriber, manager, owner, or for whom may act as an agent with either actual or apparent authority to form binding agreements as those terms are defined by California law.

3. TERMS OF SALE, REFUND POLICY & SUBSCRIBER SUPPORT – By requesting a screening report, you agree to pay for all searches conducted on your behalf at their current rate at the time that the search process commences. After the online order submission and processing begins, not all work can be halted. DRN does implement a general No Refund policy for all reports, however DRN reserves the right to make pricing accommodations for searches not yet dispatched. A report with the results of "No Matches Found" is considered a successful and completed result. DRN will also not be held responsible or issue a refund for the following conditions:

- the record was not listed based on our posted coverage area
- duplicate order entries
- client data entry error or mistake
- a reported record includes incorrect information from the source
- the individual is under investigation or was not convicted
- a conviction record was sealed or expunged
- the crime was committed before the age of 18
- a crime was committed earlier than state regulations allow it to be reported

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 2

4. PAYMENT TERMS – Subscriber agrees to provide DRN with accurate credit card payment information upon the submission of this Agreement. We may use a third party processor to process your purchase, in which case the terms of your purchase may be governed by a third party processor. You are responsible for reading and understanding such Third Party Terms prior to making a purchase. DRN reserves the right to suspend use of the Site without notice if payment method is declined or is identified by our payment processor or by any Fraud Protection Method as being fraudulent or if you become delinquent in any payment obligation with us.

5. PROGRAM TERMS – Subject to the provisions for termination as hereinafter provided, the term of this Agreement, as amended from time to time, shall become effective on the date on which a representative of Subscriber signs this Agreement, and it will remain in effect for the period of one (1) year and shall be automatically renewable thereon in the same increments until it is terminated by giving 30 days written notification by either party. If Subscriber institutes an early termination of the program, the Subscriber is subject to a cancellation fee in that Subscriber agrees to pay DRN the applicable sum equal to the current number of individuals enrolled times the minimum percentage of drug and alcohol tests required by law for the entire contractual period. **SUBSCRIBER ACKNOWLEDGES AND AGREES** that this total sum is the full immediate and total value for the services under the contract and is earned and due immediately as liquidated damages.

6. US DOT MANDATED PROGRAM SERVICES – DRN agrees to provide the following services:

- DOT Substance Abuse Testing
- DHHS Certified Laboratory
- Program Certification & Verification
- Transportation of Specimen
- Medical Review Services (MRO)
- Test Results Reporting
- Collection Site Selection
- Collection Materials
- Emit Screen & GC/MS Confirmation
- Random Generated Selection

7. LABORATORY ANALYSIS – All samples, unless otherwise arranged, will be tested by a Substance Abuse and Mental Services Health Administration (SAMSHA) approved and regulated laboratory. Samples will be picked up daily by laboratory courier. Negative results will be generally available within 24 hours, and positive results will be returned following Medical Review Officer (MRO) review per DOT protocol, which will take an additional 2-5 days. The laboratory will store all positive samples for a period of one year.

8. CONFIRMATION OF A POSITIVE RESULT – Subscriber agrees that all positive results will be reviewed by the MRO, with follow up contact made with the donor. The purpose of this follow up interview is to determine the presence of legal medications. Confirmation will be made with the prescribing physician prior to clearing a positive result.

9. REPORTING – Negative results will be communicated to the Subscriber by email. Positive results require review by MRO, which can take an additional 2-5 days.

10. DRN POLICY ON MEDICAL MARIJUANA – We follow all DOT guidelines, even on Non DOT specimens. Additionally, we do not accept medical marijuana as a valid reason for a positive test. The Subscriber may choose to override the DRN medical marijuana policy by stating in their company policies that a positive for this test is acceptable.

11. PRESCRIPTION MEDICATIONS – It is the DRN policy that should a donor test positive for a metabolite, and has in their possession a valid prescription from a medical doctor, that DRN can confirm with a pharmacy, issued within the last year of the test, this information will be reported as a negative. However, if the prescription is older than one year or not in the donor's name, this information will be reported as a positive.

12. COLLECTION PROTOCOL – All collections, unless accepted by the conditions listed for observed collections below, will afford the donor full privacy and dignity. All collections will take place through the national network of collection sites maintained by Quest Diagnostics and LabCorp of America. Any other collection site is considered "out of network" and subject to additional collection fees. The collection protocol for standard urine collection follows all DOT guidelines. This protocol is posted in the collection facility for the donor's information.

Observed collections are permitted only under the following conditions:

1. Written protocol with the Subscriber that includes written disclosure to the employee that is acknowledged by donor signature.
2. The Subscriber representative will be contacted for concurrence prior to the collection.
3. The donor will not be permitted to leave the collection site until the collection is complete. If donor chooses to leave before the collection is complete, it is considered a refusal to test, and is reportable to the DOT.
4. An observer of the same sex will be used at all times.
5. Causes for observed collections are: adulterated sample, out of range temperature, Subscriber request in writing due to suspected adulterations of previous samples or that the Subscriber suspects an attempt will be made to adulterate the current sample. For DOT employees, any Return To Duty, or Follow Up test will be under direct observation. See CFR part 40.67.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 3

13. DRN POLICY ON RANDOM SELECTIONS AND POOL UPDATES – DRN requires any updates that need to be made by the Subscriber to their employee roster for the random pool must be submitted BEFORE the random selection takes place for that quarter.

14. QUALITY ASSURANCE – All collectors are Drug and Alcohol Testing Industry Association (DATIA) Certified Federal Drug and Breath Alcohol collectors. Further, DRN is DATIA Certified and nationally accredited as a Drug/Alcohol Collection Firm and as a Third Party Administrator. This national accreditation assures specific high quality services including training/certification of all collectors, insurance, oversight/inspections, conformance to all regulatory statutes and ethical standards. DATIA certification for collectors includes a national test to determine proficiency and knowledge of the collection process.

15. RESPONSIBILITIES OF SUBSCRIBER – Subscriber is to provide DRN with updates as to employee additions or deletions from the group, to comply with all applicable DOT or other laws related to drug testing, and to provide ongoing employee education as to the drug testing program. The Subscriber is to apply the drug testing policy in a non discriminatory manner and to participate in ongoing supervisory training to assure compliance with applicable laws and standards.

16. DOT FILE RETENTION – Subscriber as employer understands that he is required to keep the following files for the specified amount of time.

FIVE YEARS:

- All Alcohol tests showing an alcohol concentration of 0.02 percent or greater.
- Employee verified positive drug test results (MRO written report of verified test).
- Documentation of refusals to take required alcohol and/or drug tests including adulterated and substituted.
- All SAP reports
- All follow up tests and schedules for follow up tests.

THREE YEARS:

- Records obtained from previous employers concerning drug and alcohol tests results of employees.

TWO YEARS:

- Records of inspection, maintenance, and calibration of EBTs, if used.

ONE YEAR:

- Negative and cancelled drug tests results and alcohol test results with an alcohol concentration of more than 0.02 percent.

17. PROGRAM ADMINISTRATION RESPONSIBILITIES – DRN's objective is to provide consistent, objective and complete drug and alcohol testing, with data management and reporting for its Subscribers. All Agreements and arrangements, written or unwritten, between DRN and the motor carrier/Subscriber herein concerning the implementation of DOT drug and alcohol testing requirements are deemed, as a matter of law, to require compliance with all applicable provisions of Part 40 and DOT agency drug and alcohol testing regulations. Compliance with these provisions is a material term of all such Agreements and arrangements. Therefore both parties are required to perform their respective duties in compliance with the regulations. This is true whether the parties sign a statement they will provide compliant services or not. DRN agrees to provide all services concerning drug and/or alcohol tests required by the Department of Transportation regulations in full compliance with the provisions of 49 CFR Part 40. Compliance with Part 40 is a mandatory term of this Agreement.

DRN's drug and alcohol testing compliance program will be administered for its Subscribers as follows:

- A. DRN will maintain information regarding the status of Subscriber in the DRN database and make such information available to Subscribers in good standing.
- B. DRN will provide for drug and alcohol testing under established Department of Transportation guidelines to include the following types of tests:
 1. Pre employment
 2. Reasonable Suspicion
 3. Random
 4. Substituted Specimen
 5. Return to Duty
 6. Adulterated Specimen
 7. Post Accident
 8. Follow up
- C. DRN will provide the Subscriber with an approved specimen collection site for the collection of specimens. DRN will review collection sites' procedures and replace specimen collection sites if deemed necessary by DRN or the Subscriber.
- D. Subscriber will provide two individuals who will be the Designated Employer Representative (DER). The Subscriber will provide the DER's name and phone number including how to reach the DER after hours and in an emergency. Subscriber must use the designated assigned collection site per federal regulations otherwise Subscriber will be responsible for any additional collection fees.
- E. DRN will provide reporting to Subscriber DER of all test results performed by the authorized Medical Review Officers (MRO) contracted for, or use by, DRN.
- F. DRN will maintain Subscriber and driver history of all drug and alcohol records. Only information that is provided to DRN can be included in any Management Information System (MIS) reports as required by Section 382.403, and DRN will not be responsible for information that is not forwarded to them for inclusion in the MIS reports.
- G. DRN will provide and maintain Federal and Subscriber reporting and certification.
- H. Subscriber agrees to pay DRN for the services set forth in DRN's published Service Fees schedule.
- I. Subscriber agrees to validate and return any reports sent to verify enrollment in the drug and alcohol program within 72 hours to protect the validity of the random rate. DRN will supply a completed "Random Notification Form" prior to the next quarter and Subscriber agrees to complete and return this form only when a person has left the program along with the applicable date. Subscriber agrees to transmit in writing the disposition of each individual who tests positive and/or leaves the program for whatever reason.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 4

- J. Subscriber has a mandated duty under federal regulations to uphold the random testing percentage rates; therefore it agrees that when its individuals are selected but not tested in the applicable selection quarter they must be tested and/or replaced in accordance with the federal alternative testing regulations.
- K. Subscriber understands and agrees that if its negligent actions or omissions thereof, in maintaining compliance of this program cause and/or subject DRN, in any way, to a Public Interest Exclusion (PIE) proceeding that DRN will have no other recourse but immediately terminate this contract with Subscriber and to seek immediate remedy in a court of law.

18. DOT RANDOM CONSORTIUM – The Subscriber agrees to enroll all DOT personnel, regardless of tax status, subject to the regulations and become a Subscriber of a nationwide consortium of transportation related companies for purposes of complying with Department of Transportation regulations. The Department of Transportation regulations are for the purpose of, but not limited to, ensuring large enough random selection pools for drug and alcohol testing and ensuring meaningful and valid drug and alcohol information for statistical analysis. Subscriber agrees to fully abide by all the U.S. DOT's regulations and shall follow testing notification procedures, enrollment procedures, and removal of personnel procedures in DRN's program.

Subscriber accepts total responsibility for any carelessness for its failure to follow federal regulations. It is understood that it is the responsibility of this consortium to notify the applicable state and/or federal agency if or when a Subscriber shows a continuous serious violation of the drug and alcohol testing regulations. Since it is the employer's responsibility to ensure that an employee is removed from safety sensitive duty, and owner operators do not have such an employer, DRN will act in place of an employer under circumstances where an owner operator must be removed from a safety sensitive duty.

The current annual Consortium Membership is \$125.00 for less than ninety-nine (99) drivers; \$300.00 for more than one hundred (100) drivers. Rates are subject to change.

19. EXPERT WITNESS TESTIMONY – Court ordered testimony and the making of depositions and/or reports for Expert Testimony Service shall not be considered part of the report research and shall be compensated at the current hourly rate set by DRN plus expenses.

20. FRAUD PREVENTION – DRN employs active safe guards designed to detect and prevent fraud. Your use of the site indicates your consent for DRN to utilize any Fraud Protection Methods that we determine to be commercially reasonable and for your cooperation with or use of any third party provider of such Fraud Protection Methods. You further agree to fully cooperate with all audits and investigations of our customers and systems. Subscriber certifies and continuously maintains that no misrepresentation to DRN has occurred or any other forms of identity theft.

21. OWNERSHIP – As between DRN and Subscriber, all text, content and documents on the Site, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in and used to operate the Site, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Site (the "Content") are owned by DRN and its affiliates, or used with permission or under license from a third party (each an "Owner"), and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between DRN and Subscriber, all rights, title and interest in and to the Content will at all times remain with DRN and/or the Owners. All brand names, product names, titles, slogans, logos, or service names and other marks used on the Site, are registered and/or common law trade names, trademarks or service marks of DRN or the applicable Owner. DRN reserves all other rights. Except as expressly provided herein, nothing on the Site shall be construed as conferring any license under DRN's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise.

22. USE & RESTRICTIONS – Subscriber hereby certifies that the use of all Screening Reports provided by DRN under this Agreement shall be in accordance with the Fair Credit Reporting Act, Public Law 91 508 and any appropriate state laws. Subscriber agrees to abide by the provisions of the Fair Credit Reporting Act and understands that the information received from DRN shall be received as a "consumer report from a consumer reporting agency" within the meaning of the Act. Subscriber further agrees that all information requested will be for its' exclusive use only for employment purposes or in connection with legitimate business needs as outlined in Section 604 of the Fair Credit Reporting Act. Subscriber understands that reports may be requested only by its designated agents, and that employees are not to obtain reports except in the exercise of their official duties. If the employment process is suspended or terminated because of information provided in the Consumer Report, Subscriber shall comply with the provisions of the Fair Credit Reporting Act, including but not limited to, those provisions requiring Subscriber to disclose information to a prospective employee or applicant. This includes providing to the applicant/employee a copy of the report and a copy of "A Summary of Your Rights under the Fair Credit Reporting Act."

Further, Subscriber acknowledges that the depth of information provided by DRN may vary from source to source. Therefore, Subscriber further acknowledges that DRN shall not be a guarantor of information accuracy or completeness. Subscriber agrees that final verification of an individual's identity and proper use of report contents shall be Subscriber's sole responsibility. If the Subscriber provides DRN with information concerning the work to be undertaken, that DRN may reasonably rely on the accuracy of such information without need to ascertain its truthfulness unless the information, on its' face, appears untrue and unreasonable. Any act undertaken by the DRN in reliance upon the information supplied by the client which acts are later deemed to be unlawful, or which subject the DRN to being named as a defendant in litigation or any penalties that may arise therefore, shall be indemnified by the Subscriber and DRN shall be held harmless from any such results. DRN agrees to provide timely dissemination of available information in a manner consistent with standard business practices.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 5

23. CONSUMER CREDIT REPORTS (criminal background screening reports) – As a condition to ordering and obtaining consumer reports from DRN, Subscriber agrees as follows:

A. That Subscriber will use such report solely for employment purposes and for no other purpose. Employment purposes include the evaluation of the subject of the report for employment, promotion, reassignment, or retention as an employee. The subject of the report (“Applicant”) includes any consumer who is an applicant, volunteer, Independent Contractor, potential employee or employee.

B. Prior to ordering the report, or causing the report to be ordered:

- (1) Subscriber has made clear and conspicuous written disclosure to the Applicant, in a document consisting solely of the disclosure, that a report may be obtained for employment purposes; and
- (2) Subscriber has obtained the Applicant’s written authorization to obtain the report; such authorization may be in the same document as the disclosure.

C. Prior to taking any adverse action based in whole or in part based upon the report, Subscriber will provide the following to the Applicant.

- (1) A copy of the report; and
- (2) A written description of the rights of the Applicant under the Fair Credit Reporting Act (“FCRA”) as prescribed by the Federal Trade Commission (“FCRA Summary of Rights”). DRN has provided Subscriber a copy of the FCRA Summary of Rights, and it can be obtained from the HireSafe website.

D. Before Subscriber takes any adverse action against the Applicant based in whole or in part on the report, Subscriber shall give the Applicant a reasonable amount of time after the copy of the report and FCRA Summary of Rights have been received to dispute the accuracy and completeness of the information within the report.

E. If Subscriber takes any adverse action with respect to the Applicant based in whole or in part on any information in the report; Subscriber will provide the Applicant with all of the following:

- (1) Notice of the adverse action;
- (2) DRN name, address, and telephone number;
- (3) A statement that DRN did not make the decision to take the adverse action and the specific reasons why the adverse action was taken;
- (4) Notice of the Applicant’s right to obtain a free copy of the report from DRN if, within sixty (60) days after receipt of the notice.
- (5) Notice of the Applicant’s rights under the Fair Credit Reporting Act to dispute with DRN the accuracy or completeness of any information in the report.

F. In some cases, Subscriber may order a report from DRN for employment purposes that would also constitute an “Investigative Consumer Report.” (In general, an Investigative Consumer Report is one in which information has been obtained through personal interviews with friends, neighbors, or associates of the Applicant or others with whom the Applicant is acquainted or who may have knowledge concerning any such items of information, and the information is more than just a verification of facts.) In the event that Subscriber orders from DRN any investigative consumer report, then in addition to Subscriber’s other certifications herein, Subscriber certifies to as follows with respect to each investigative consumer report ordered:

- (1) Not later than three (3) days after the date of requesting such report from DRN, Subscriber will mail or otherwise deliver a written disclosure to the Applicant containing the following information:
- (2) A statement that clearly and accurately discloses that an investigative consumer report on the Applicant may be made and such report may contain information as to his or her character, general reputation, personal characteristics and mode of living (as applicable); and
- (3) A statement informing the Applicant of his or her right to request in writing additional disclosures about the nature and scope of the investigations and a written summary of rights (“FCRA Summary of Rights”).
- (4) Subscriber agrees to provide to California, Oklahoma and Minnesota applicants an option by which the Applicant may indicate on their written or electronic consent form that the Applicant wishes to receive a copy of any Screening Report that is prepared.

G. Maintain records as required by law and maintain reasonable and appropriate physical, technical and administrative measures to protect against unauthorized access to and /or misuse of Screening Reports.

H. To provide access to view Screening Reports on the Site only to Company employees, agents, and representatives who agree to comply with Company’s obligations under the law and this Agreement.

I. Secure hard copies and electronic files of Screening Reports within your facility so that only authorized personnel can access them

J. Shred or otherwise permanently destroy all hard copy Screening Reports when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.

K. Erase and overwrite or scramble electronic files containing Screening Reports and Applicant information when no longer needed and when applicable regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee and/or any other personally identifiable information of applicants or employees.

L. You shall use the Screening Reports solely as an end user. You are prohibited from copying, retransmitting, modifying, disseminating, reselling, broadcasting, circulating, or otherwise distributing, in whole or in part, any Screening Reports furnished by DRN.

M. Upon written request by the Applicant within a reasonable period of time following the Applicant’s receipt of the disclosure request, Subscriber shall make a complete and accurate written disclosure of the nature and scope of the investigation Subscriber has requested. Subscriber will mail or otherwise deliver the nature and scope disclosure to the Applicant not later than three (3) days after the date on which the request for such disclosure was received from the Applicant or such investigative consumer report was first requested, whichever is later.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 6

N. If Subscriber operates in California or orders a report on a California resident, in addition to the other certifications herein Subscriber hereby certifies for each California report ordered from DRN that:

- (i) Subscriber will identify DRN including the name, address, and telephone number;
- (ii) Subscriber will have a disclosure with a box that can be checked by the Applicant to indicate that he/she wants to obtain a free copy of the credit report;
- (iii) Subscriber will provide the Applicant a summary of his or her rights under *California Civil Code Section 1786.22*.
- (iv) Subscriber is aware that in addition to the FCRA and other federal laws, state laws may be applicable to your ordering and use of consumer and/or investigative consumer reports, and agrees to comply with all applicable federal and state laws.

O. Subscriber agrees that all certifications and agreements herein are of a continuing nature and are intended to apply to each consumer and/or investigative consumer report that Subscriber orders from DRN. Subscriber agrees to keep all documentation signed by the Applicant required herein for at least three (3) years after the date of the report to which such documentation relates and to provide DRN copies upon request.

P. The information that DRN provides to Subscriber may contain consumer identification information governed by the Gramm Leach Bliley Act ("GLBA"). In accordance with GLBA, FCRA and TransUnion Corporation policies, Subscriber certifies that it intends to use DRN services for the appropriate reasonable purpose(s) that were outlined and stated in the original Subscriber Agreement at the commencement of the business relationship with DRN. **The only permissible purpose for these Consumer Reports is for: Employment Suitability.**

24. REQUIRED – The nature of Subscriber's business is: _____

25. ADHERENCE TO STATE & FEDERAL LAWS – Subscriber will not use any information in the report in violation of any applicable Federal or State equal employment opportunity law or regulation. DRN does not represent or warrant that its services will prevent any loss, that its services may not be circumvented or that its services will provide the protection or information for which the services were intended in good faith. DRN agrees not to discriminate against any employee or applicant for employment because of race, creed, color, age, sex, disability or nationality.

26. UNITED STATES ONLY – By using the Site, you agree and acknowledge that it is hosted in the United States. You are specifically prohibited from attempting to access the Site from a physical location outside of the United States. By using the Site, you consent to the application of the laws of the United States and/or the State of California with respect to any dispute arising from or related to your use of the Site, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the State of California, and (c) the exclusive jurisdiction of the courts of the United States and the State of California.

27. DISCLAIMER OF WARRANTIES – Screening Reports and other information in the DRN databases have been compiled from public records and other proprietary sources for the specific purpose of providing background information and therefore such information is obtained by DRN, and reported to Company, "AS IS". Neither DRN nor any of its' suppliers represents or warrants that the information from such records is complete or accurate; however, DRN represents and warrants that it will accurately report the information as provided by such sources.

DRN HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE AND THE ACCURACY, CURRENCY, OR COMPLETENESS OF ANY DATA, INFORMATION OR SCREENING REPORT, INCLUDING (WITHOUT ELIMINATION) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT, AND ANY IMPLIED INDEMNITIES. SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN DRN HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DRN, ITS EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PERSONS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, DRN DOES NOT MAKE ANY WARRANTIES THAT THE SCREENING REPORTS, THE SITE, OR ANY FEATURES OR FUNCTIONALITY OF THE SITE, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE SITE, CONTENT, OR ANY PORTION THEREOF, IS CORRECT, COMPLETE, ACCURATE, OR RELIABLE. DRN RESERVES THE RIGHT TO CHANGE ANY PART OF THE SITE AT ANYTIME WITHOUT NOTICE.

28. LIMITATION OF LIABILITY – YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER DRN, ITS AFFILIATES, ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, NOR ANY THIRD PARTY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF ANY DATA, INFORMATION OR SCREENING REPORTS WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY SCREENING REPORT OR OTHER INFORMATION AVAILABLE ON THE SITE, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE. THE FOREGOING SHALL APPLY EVEN IF DRN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE SITE. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST DRN, AND ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSOR'S ARISING OUT OF YOUR USE OF THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF DRN AND ITS AFFILIATES SHALL NOT EXCEED THE LESSER OF THE COST OF THE SCREENING REPORT ORDERED OR ONE HUNDRED DOLLARS (\$100.00.) THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE WEBSITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 7

29. INDEMNITY – Subscriber agrees to defend, indemnify and hold harmless DRN, its owners, parents, subsidiaries, and/or affiliates, and its and their respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) based upon any material breach of this Agreement by Company, including but not limited to: (a) illegal or wrongful use or obtaining of any Screening Report (b) Company's gross negligence or intentional wrongdoing in connection with the use or obtaining of the Screening Report (c) Company's failure to comply with its obligations under the FCRA, CFPB or other applicable state or local laws. This defense and indemnification obligation will survive these Terms and your use of the Site.

30. CHANGES TO THESE TERMS – From time to time, DRN may revise these Terms. To help you stay current of any changes, DRN notes the date these Terms were last updated below. Your use of the Site following the posting of any revised Terms shall be deemed acceptance of the revised Terms. DRN strongly recommends checking these Terms and Conditions periodically. If, and only if, DRN makes revisions to these Terms that result in a material lessening of the restrictions on DRN's use or disclosure of your Personal Information (as defined in our Privacy Policy), DRN will make a commercially reasonable attempt to obtain your consent before implementing such revisions with respect to such Personal Information. If you disagree with the provisions of these Terms and Conditions at any time, your sole remedy is to terminate your use of the Website and inform us of such termination as described in these Terms and Conditions. Continued use of the Website constitutes your agreement to these Terms as in effect.

31. ASSIGNMENT – Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DRN without restriction.

32. CONFIDENTIALITY OF INFORMATION – Confidential Information shall not include information which (a) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (b) was or is independently developed by the Receiving Party without use of the Confidential Information; (c) is now or hereafter becomes available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (d) becomes available to the Receiving Party on a non confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

(a) Confidentiality of Information defined: During and after the term of this Agreement, each party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, non public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including its software; systems and technology; product and service specifications, methodologies and strategies; pricing; and trade secrets and other intellectual property ("Confidential Information").

(b) Duty of Confidentiality: The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the secrecy of its own confidential materials); (iii) that it will not, without the prior written consent of the Disclosing Party, disclose any portion of the Confidential Information to any third party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case the Receiving Party will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) Required Disclosures: If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, application regulations or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information, the Receiving Party may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the Disclosing Party of such required disclosure so that Disclosing Party may seek an appropriate protective order. Notwithstanding anything to the contrary above, DRN shall not (i) be restricted from disclosing to Applicants their Screening Reports and file information in accordance with applicable Laws, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its services under this Agreement, or (iii) be required to destroy, erase or return.

33. MISCELLANEOUS – DRN's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

34. TERMINATION – DRN may cancel, suspend or block your use of the Site and terminate your Account without notice if there has been a suspected violation of these Terms. DRN is not responsible or liable for any information that is made unavailable to you as a result of termination of your Account. YOU AGREE THAT DRN WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCOUNT. Any limitations on liability or other provisions of these Terms that favor DRN will survive the expiration or termination of these Terms for any reason.

35. NOTICES & AGREEMENT TO BE BOUND BY ELECTRONIC SIGNATURE – Your affirmative act of using the Site constitutes your electronic signature to these Terms and Conditions and your consent to enter into agreements with DRN electronically. You also agree that DRN may send any privacy or other notices, in electronic form to the e mail address that you provided during registration, or by posting on the Website. The delivery of any Notice is effective when sent by DRN, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing. Any notice that is required permitted hereunder shall be deemed given to DRN only if delivered personally or by registered or certified mail, return receipt requested and postage prepaid, or by a nationally recognized overnight delivery service, addressed as follows: Data Research Network, Inc., 9290 West Stockton Blvd. Suite 100, Elk Grove, CA 95758; Attention: Legal Department.

End User Subscriber Agreement for DOT Random Consortium, Substance Abuse Testing & Consumer Reports

Page 8

This Agreement may not be assigned in whole or in part by Subscriber without the express written consent of DRN, which shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement shall inure to the benefit of successors or assigns. This Agreement is deemed to be made, executed and performed in the State of California. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California, without reference to principle of conflicting laws. DRN and Subscriber each will in good faith use reasonable efforts to mitigate any potential damages or other adverse consequences arising from the reporting results of any given report. If the parties are unable to resolve a dispute after holding good faith and confidential discussions, then the dispute shall be submitted to binding arbitration conducted in Sacramento County, California, under the American Arbitration Association or JAMS. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information. The parties to this Agreement consent to jurisdiction and venue in the Eastern U.S. Federal District courts located in the State of California, and the County of Sacramento. Subscriber agrees to be fully financially responsible for all fees and charges incurred by DRN related to the enforcement of this Agreement. Dishonored credit card payment is subject to a \$35 fee per billing cycle and accrues interest of 1.75% (21% annually) on any unpaid balance due.

36. SURVIVAL – All provisions of this Agreement which by their nature are reasonably intended to have effect after termination or expiration of this Agreement shall survive such termination or expiration.

37. SEVERABILITY – If any provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part, for any reason, such provision(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. The words "include" or "including" herein shall mean "including without limitation." The Agreement shall be considered drafted mutually by the parties.

38. FORCE MAJEURE – The obligation of either party to perform under this Agreement shall be excused during a reasonable period of delay caused by matters beyond such party's reasonable control, including changes in laws, university or courthouse closures, power or internet service failure, third party system or service failure, war, earthquake, fire, flood or other natural disasters.

39. EFFECTIVE DATE – This Agreement may be executed by electronic signature, and shall be deemed effective in the event and at such time as DRN activates Subscriber's account. Subscriber represents that this Agreement has been executed on Subscriber's behalf by a representative authorized to bind Subscriber with respect to the undertakings and obligations contained in the Agreement.

40. REMEDIES CUMULATIVE – All remedies herein are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

The original signed Subscriber Agreement, and any addendum attached hereto, are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof and supersede all prior representations, understandings or agreements of the parties. This original signed Subscriber Agreement can only be modified in writing, signed by the parties or their duly authorized agents. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. Subscriber acknowledges receipt of a copy of their original Subscriber Agreement at the commencement of the business relationship with DRN. The action of Subscriber in the use of and placing of orders from the DRN secured website certifies their acceptance of the previous Terms and Conditions of Use for the products and services supplied by DRN to Subscriber.

IN WITNESS WHEREOF, Subscriber agrees to the terms of this Subscriber Agreement as stated herein. Accepted and agreed upon by Subscriber:

Signature of Subscriber: _____ Date: _____

Printed Name of Subscriber: _____ Position: _____

Credit Card Payment Information

As a part of our quick approval and payment protection plan, we require your credit card information. You are authorizing Data Research Network, Inc. to charge this credit card, or any subsequent card, for services that I have requested on behalf of my company.

Credit Card Information: (check your choice) VISA MasterCard AmEx Discover

Credit Card Number: _____ Exp. ____ / ____ CVV: _____

Name on Card: _____

Billing Street Address: _____ City: _____ State: _____ Zip: _____

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 603; 15 U.S.C. 1681	Section 619; 15 U.S.C. 1681p	Section 628; 15 U.S.C. 1681w	Section 611; 15 U.S.C. 1681h	Section 609; 15 U.S.C. 1681f
Section 605A; 15 U.S.C. 1681c	Section 622; 15 U.S.C. 1681s	Section 629; 15 U.S.C. 1681x	Section 614; 15 U.S.C. 1681k	Section 612; 15 U.S.C. 1681i
Section 607; 15 U.S.C. 1681d	Section 625; 15 U.S.C. 1681t	Section 629; 15 U.S.C. 1681y	Section 617; 15 U.S.C. 1681n	Section 615; 15 U.S.C. 1681l
Section 610; 15 U.S.C. 1681g	Section 625; 15 U.S.C. 1681t	Section 604; 15 U.S.C. 1681a	Section 620; 15 U.S.C. 1681q	Section 618; 15 U.S.C. 1681o
Section 613; 15 U.S.C. 1681j	Section 626; 15 U.S.C. 1681u	Section 605B; 15 U.S.C. 1681c 1	Section 623; 15 U.S.C. 1681s 1	Section 621; 15 U.S.C. 1681r
Section 616; 15 U.S.C. 1681m	Section 627; 15 U.S.C. 1681	Section 608; 15 U.S.C. 1681e	Section 605; 15 U.S.C. 1681b	Section 624; 15 U.S.C. 1681s 2

The Consumer Financial Protection Bureau website, <http://www.consumerfinance.gov/learnmore> has additional information about the FCRA.

©1997 2018 Data Research Network, Inc. All Rights Reserved

Data Research Network, Inc.
2228 Longport Court, Suite 130
Elk Grove, California USA 95758



T: 916-226-2550
F: 916-226-2552
Email: research@hiresafe.com