

LICENSE AGREEMENT
Security Software Solutions
VERIS® ACTIVE ID SERVICES

AGREEMENT between **Security Software Solutions**, having an office at 5215 N. Sabino Canyon Road, Tucson Arizona 85750 and

"Subscriber") accepting the terms hereof in the manner set forth herein.

WHEREAS, **Subscriber** wishes to subscribe for and purchase certain services from **Security Software Solutions**, and Security Software Solutions desires to provide such services on the terms and conditions set forth herein;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES. **Security Software Solutions** will, subject to the terms hereof, provide to the **Subscriber** the information service known as Veris SSN Active ID and described in the product information sheet attached hereto. Veris SSN Active ID enables the **Subscriber** to obtain certain public record information assembled by third parties (the "Third Party Providers") and made available to **Subscriber** through **Security Software Solutions**.

2. FEES. The fees payable for **Veris SSN Active ID** shall be as set forth in the Pricing Schedule attached hereto and shall be subject to change upon thirty (30) days notice to Subscriber.

3. SUBSCRIBER ACKNOWLEDGMENTS AND AGREEMENTS. **Subscriber** specifically acknowledges and agrees, with regard to Veris SSN Active ID, as follows:

A. The Third Party Providers obtain information from sources (the "Information Sources") which may not be complete and accurate. **Subscriber** may not assert, and hereby releases, any claim against **Security Software Solutions**, any Third Party Provider or any Information Source based upon any inaccurate or incomplete information obtained through **Veris SSN Active ID**. Subscriber accepts all information "AS IS".

B. The data and data applications provided by the Third Party Providers may not be reproduced, retransmitted, republished or otherwise transferred for any commercial purpose, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. The Third Party Providers retain all right, title and interest in and to the data and information provided through Veris SSN Active ID under applicable contractual, copyright and related laws. **Subscriber** shall use such materials consistent with such right, title and interest and notify **Security Software Solutions** of any threatened or actual infringement thereof.

C. **Subscriber** shall (i) state an appropriate use for any requested information, prior to accessing it; (ii) limit its use to those stated

purposes; and (iii) take appropriate measures so as to protect against the misuse of information provided through Veris SSN Active ID. Subscriber warrants that it is the end user of the information.

D. **Subscriber** (i) shall not use any information or data provided through Veris SSN Active ID for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose governed by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar state or local statute, rule, or regulation; (ii) shall not use any such information for any purpose, which would violate the privacy obligation policy or any other provision of the Gramm-Leach-Bliley Act (15 U.S.C. Sec 6801 et seq.) or similar state or local statute, rule, or regulation; (iii) shall use such information in strict conformance with the federal Drivers Privacy Protection Act (18 Sec. 2727 et seq.) and similar state or local statute, rule, or regulation; and (iv) shall abide by such legislation and rules and regulations as may be enacted or adopted after the date of this Agreement by any federal, state, or local government body.

Subscriber is in the business of

As such, Subscriber will be using the services provided by Security Software Solutions only to verify the identity of the applicant. The information we receive from Security Software Solutions will not be used as the sole determining factor for any business decision we may make but only to help confirm the identity of the applicant.

E. Subscriber is fully responsible for becoming and remaining familiar with all applicable laws, rules and regulations as the same may change from time to time. Security Software Solutions and the Third-Party Providers do not provide legal advice and Subscriber may not rely on any statement made or information provided by **Security Software Solutions** or any Third-Party Provider with regard to such laws, rules and regulations. Subscriber shall rely solely upon its own legal counsel for advice with regard to such matters. Subscriber agrees to indemnify and hold harmless **Security Software Solutions** as well as any third party provider from all claims arising from the Subscriber's use or misuse of the information, including third party claims.

F. **NEGATION OF LIABILITY/WARRANTY.** NEITHER **Security Software Solutions** NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY **Security Software Solutions** OR THIRD PARTY PROVIDER'S NEGLIGENT ACT OR OMISSION IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER **Security Software Solutions** NOR ANY THIRD PARTY PROVIDER UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE

IMPOSED ON **Security Software Solutions** OR A THIRD PARTY PROVIDER, THEN SUBSCRIBER AGREES THAT **Security Software Solutions** AND/OR SUCH THIRD PARTY PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF **Security Software Solutions** AND/OR SUCH THIRD PARTY PROVIDER IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE **Security Software Solutions** OR ANY THIRD PARTY PROVIDER FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF **Security Software Solutions** AND/OR SUCH THIRD PARTY PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST **Security Software Solutions** AND/OR THE THIRD PARTY PROVIDERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY **Security Software Solutions** HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. **Security Software Solutions** AND THE THIRD PARTY PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. **Security Software Solutions** AND THE THIRD PARTY PROVIDERS DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL **Security Software Solutions** OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

G. In order to ensure compliance with the terms and conditions of the licenses provided to **Security Software Solutions** by the Third Party Providers, the Third Party Providers are entitled to conduct periodic reviews of **Security Software Solutions** subscribers' activity and to cause **Security Software Solutions** to request that its subscribers provide documentation of executed searches. The Third Party Providers are also entitled to investigate all legitimate reports of abuse or misuse of Information. Such violations will be cause for immediate action including, but not limited to, termination of the right of Subscriber to use Veris SSN Active ID; legal action; and/or referral to federal or state regulatory agencies.

The information that this service provides to the end user contains consumer identification information governed by the Gramm-Leach-Bliley Act (GLB). In accordance with the GLB, **PLEASE SELECT** the purpose for which you intend to utilize this service. The purpose you select will govern this entire agreement. If the purpose for which you are conducting searches changes, you will need to contact Security Software Solutions prior to making inquiries.

- Necessary to Effect, Administer or enforce a transaction including collections.
- Law Enforcement Investigations
- Law Firm and Attorneys – Beneficial Interest / Fiduciary
- Insurance
- Fraud Detection & Prevention
- Required Institutional Risk Control/Dispute Resolution.

ACCEPTANCE. This Agreement shall become effective upon receipt by **Security Software Solutions.**

By: _____

Timothy Rollins

Title: Owner, Security Software Solutions

Date: _____

ACCEPTED AND AGREED:

End User's business location is: ___ COMMERCIAL ___ RESIDENTIAL

End User Company Name _____

End User Physical Address _____

City, State, Zip _____ Phone (____) _____

Nature of your business: _____

End User Contact _____ Title _____

Phone (____) _____ Fax (____) _____ E-Mail _____

Authorized Signature/Title _____

P.O. Box 30125, Tucson, AZ 85751-0125 (800) 681-8933 Voice (888) 796-2852 Fax