



VERISYS LICENSE AGREEMENT – TERM AND VOLUME COMMITMENT

<p>“VERISYS” 1001 N. Fairfax Street, Suite 640 Alexandria, VA 22314-1797 888.837.4797 888.224.4551 (Facsimile) customerservice@verisys.com www.verisys.com Attn: John Benson, COO jbenson@verisys.com</p>	<p>“LICENSEE”: Company Name: Contact Name: Company Address: Telephone: Facsimile: Email:</p>
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1. License: Ownership. Licensee is granted a restricted license to access and use the Verisys Content on the following terms: (a) access will be limited to the permitted users listed on Schedule A; (b) Licensee’s rights are personal, non-transferable, non-sublicensable, non-exclusive; and (c) access may be terminated and this license revoked by Verisys upon any breach by Licensee of the terms and conditions of this Agreement. Verisys shall provide one or more passwords or other information necessary to permit access. The term “Verisys Content” shall mean the information collected and compiled by Verisys that is contained in the products and services provided under this License. The Verisys Content and all services provided by Verisys are the “Verisys Services.” This License shall encompass any and all delivery methods for the Verisys Content. Verisys, and its providers, are the sole owners of the content, layout, functions, features, code, appearance, trademarks and other intellectual property (collectively, the “Verisys Intellectual Property”) comprising the Verisys Content and the interface that is made available to Licensee for use of the Verisys Content. Licensee does not and will not have any ownership rights in the Verisys Content or the Verisys Services or any part thereof. Licensee acknowledges that the Verisys Content constitutes a valid trade secret of Verisys and that the Verisys Intellectual Property constitutes protectable, proprietary assets of Verisys. All rights not expressly granted by Verisys to the Verisys Intellectual Property hereunder are reserved by Verisys.
2. Limitations on Use. Licensee may access and use the Verisys Content solely for its own internal business purpose, subject to the following: (a) Licensee may view any of the licensed information in the Verisys Content; (b) Licensee may retain single archival copy of the Verisys content solely for the purposes of and only for so long as reasonably necessary for potential audits and litigation (“Licensee Record”), (c) apart from the Licensee Record, Licensee may not retain any Verisys content beyond ninety (90) days from receipt; (d) Licensee may not permit any third party to use Licensee’s password or otherwise have access to the Verisys Content; (e) Licensee may not disclose any information from the Verisys Content to any third party at any time, nor may it disclose Verisys’ pricing information, technical information or method of providing the Verisys Services; (f) Licensee may not reproduce, retransmit, republish, resell, broker or otherwise transfer any Verisys Content for any commercial purpose, nor may Licensee aggregate, re-use, integrate or use any of the Verisys Content as part of product or service that would compete with Verisys products and services; (g) Licensee shall use the Verisys Content in a manner consistent with Verisys’ interests and notify Verisys of any threatened or actual infringement of the intellectual property rights of Verisys; and (h) Licensee shall train employees prior to allowing access to Verisys Services or Verisys Content on Licensee’s obligations under this Agreement, including but not limited to, the licensing requirements and restrictions, and the security requirements.
3. Sensitive Data. Certain information contained in the Verisys Content is sensitive and its use potentially subject to federal and/or state regulation. Licensee shall comply with all laws, regulations and rules governing the use of the Verisys Services and Verisys Content, including without limitation the Fair Credit Reporting Act and similar state laws. Verisys may at any time limit or terminate Licensee access to any Verisys Services or portions thereof that Verisys may deem, in the sole discretion of Verisys, to be sensitive or restricted information. Licensee acknowledges that the Verisys Content may include personally identifiable information. Licensee agrees to use commercially reasonable controls to prevent unauthorized access, use or disclosure of personally identifiable information.
4. Disclaimer. Licensee acknowledges and agrees that Verisys obtains data from third-party government and private sources, which may or may not be completely thorough and accurate, and that Verisys does not check or verify the accuracy or completeness of such information.

With respect to data currency, Licensee acknowledges and agrees to the following: All data sets sourced and aggregated by Verisys are reviewed on a monthly schedule, specifically, data sources are examined and determinations are made relative to the existence of new information or changes to the information released by the primary source. Data may be updated less than monthly or as often as daily depending on the source’s publication schedule. The updates are scheduled based on the known update frequency of the primary source of the content. Once data is received by Verisys, the data is put through a quality assurance process before it is loaded into production

databases. The quality assurance process may delay the upload of the data into production databases if the data fails to meet Verisys data quality standards. The numbers of sources changes as new sources are added or existing sources are deleted if an entity no longer publishes as a result of source consolidation and regulatory or other governmental changes. Licensee acknowledges source update schedules vary widely. Verisys updates its databases as soon as commercially reasonable after public publication, generally, no later than twenty (20) business days from the date the record was made public. Exceptions to that schedule usually result from the following: the release date is the date the data is made public, but the data is released via the U.S. Mail or other delivery services, this would change the schedule to twenty (20) business days after receipt of the data by Verisys or the data that is released is corrupted or unusable and Verisys must make additional inquiries or requests in order to obtain said data in a usable form. Verisys commits to the following service level relative to data currency: Verisys will update the data, barring any data quality or integrity issues or unforeseen circumstances related to the release of said data, no later than twenty (20) business days after its first official public publication or release and its receipt by Verisys. A press or news release or any other informal non-official release, by any means, of information does not constitute publication or release under this Agreement. Licensee understands and acknowledges there are instances where a finding or decision or information is created by a publishing entity and publication of said finding or decision or information is held only by the primary source (referenced in public data but not released) or delayed from publication for some reason, e.g. a court ordered seal, not within the control of Verisys and even though the finding or decision or information date of record is, for example 1/2/2011, the finding or decision or information may not get published until some later date, say, for example, 6/1/2011 or it may only be released upon request by Verisys (when Verisys makes a release of information, verification or authentication request to the primary source). Verisys is not responsible nor makes any assertions, claims, representations or warranties on data currency in instances where there is a delay or lag between the finding or decision date and release date. Verisys is not responsible nor makes any assertions, claims, representations or warranties on data currency in instances where Verisys has no control over the release of such information to the public. Verisys makes a commercially reasonable effort to assure that Verisys is current on data releases as well as changes in the publication of data, including new sources; however Verisys does not make any assertions, claims, representations or warranties that Verisys has data from every possible publishing source from every jurisdiction. Verisys makes a commercially reasonable effort to identify new sources or changes in existing sources. The Drug Enforcement Agency ("DEA") controlled substances registrant data is released weekly by the National Technical Information Service, U.S. Dept. of Commerce ("NTIS") and Verisys loads said data within twenty (20) business days of receipt. The DEA retired registrant data is released monthly by NTIS and loads said data within twenty (20) business days of receipt. The Social Security Administration – Death Master File is released monthly by NTIS and Verisys loads said data within twenty (20) business days of receipt. The National Provider Identifier ("NPI") data is released on an irregular schedule by CMS and the Department of Health & Human Services as developed by the National Plan and Provider Enumeration System ("NPES") and hosted by Fox Systems, Inc.; Verisys loads said data within twenty (20) business days of release. Provider licensing data is loaded on a variable schedule depending on the primary source publication date; Verisys loads this data within twenty (20) business days of receipt. Provider sanction, exclusion, debarment and disciplinary data, also known as the FACIS® database, is loaded on a variable schedule depending on the primary source publication date; Verisys loads this data within twenty (20) business days of receipt.

When Licensee requests any Verisys Service that includes the verification of professional licensure, Licensee will provide Verisys with the last known license number(s) and state(s) for the search subjects. Failure to do so may result in a reporting delay.

Licensee also acknowledges and agrees that a reported possible or probable "matches" should be verified before they are relied upon or any adverse action is taken. Should Licensee desire, Verisys will provide verification services performed by trained verification analysts.

VERISYS AND ITS PROVIDERS MAKE NO WARRANTY THAT THE VERISYS SERVICES OR VERISYS CONTENT WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. LICENSEE'S USE OF THE VERISYS SERVICES AND VERISYS CONTENT IS AT LICENSEE'S OWN RISK, AND LICENSEE'S RELIANCE ON ANY INFORMATION OR DATA INCLUDED IN THE VERISYS CONTENT IS AT LICENSEE'S OWN RISK. VERISYS AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE VERISYS SERVICES AND VERISYS CONTENT ARE PROVIDED WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER, AND LICENSEE AND ITS CUSTOMERS ACCEPT ALL RISKS WITH REGARD TO THEIR QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND COMPLETENESS. VERISYS AND ITS PROVIDERS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES ARISING FROM USAGE OF TRADE AND COURSE OF DEALING. VERISYS AND ITS PROVIDERS DO NOT WARRANT THAT THE VERISYS SERVICES OR VERISYS CONTENT WILL MEET LICENSEE'S REQUIREMENTS. FURTHER, VERISYS AND ITS PROVIDERS DO NOT WARRANT THAT THE VERISYS SERVICES AND VERISYS CONTENT COMPLY WITH LAWS IN FORCE IN LICENSEE'S PLACE OF BUSINESS, AND THE ENTIRE BURDEN OF COMPLIANCE AND THE ENTIRE RISK OF NONCOMPLIANCE WITH SUCH LAWS IS WITH THE LICENSEE.

5. Limitation of Liability; Indemnity. If Licensee believes that Verisys has breached any provision of this Agreement, and Verisys cannot resolve Licensee's concerns within twenty-one (21) days of Verisys' receipt of written notice, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS TERMINATION OF THIS AGREEMENT BY WRITTEN NOTICE TO VERISYS, AND REFUND OF A PRO-RATED PORTION OF THE FEES LICENSEE HAS PAID. NOT IN LIMITATION OF THE FOREGOING AND EXCEPT FOR BREACHES OF SECTIONS 1, 2, AND 3 AND LICENSEE'S FAILURE TO MAKE PAYMENTS DUE HEREUNDER BY LICENSEE, IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, PARTNERS SUCCESSORS OR ASSIGNS ("VERISYS PARTIES") BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE VERISYS SERVICES OR VERISYS CONTENT, OR THE INTERRUPTION OF SAME, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR

BUSINESS OR SALES INTERRUPTION, EVEN IF VERISYS, OR A REPRESENTATIVE THEREOF, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERISYS PARTIES SHALL NOT BE LIABLE TO LICENSEE (OR TO ANY PERSON CLAIMING THROUGH LICENSEE TO WHOM LICENSEE MAY HAVE PROVIDED DATA FROM THE VERISYS SERVICES OR VERISYS CONTENT) FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ACTS OR OMISSIONS BY VERISYS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE VERISYS SERVICES OR VERISYS CONTENT. LICENSEE AGREES THAT VERISYS PARTIES' MAXIMUM LIABILITY, IN AGGREGATE, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE THE LESSER OF (a) THE TOTAL AMOUNT OF FEES THAT LICENSEE HAS PAID TO VERISYS IN THE SIX (6) MONTHS PRECEDING THE ACT GIVING RISE TO A CLAIM OR (b) FIVE HUNDRED DOLLARS (\$500.00). Licensee is solely responsible for any information obtained by Licensee and any individuals gaining access to the Verisys Services or Verisys Content via Licensee's password(s). Licensee acknowledges that Verisys has no control over Licensee's use of such information and Licensee agrees to indemnify, defend and hold the Verisys Parties harmless from and against any and all actual or threatened claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs of suit, arising out of or in connection with Licensee's use (including any user for which Licensee granted access to the Verisys Content) of any Verisys Content, including without limitation unlawful, improper or unauthorized use of any of the Verisys Content.

6. **Fees.** Verisys agrees to provide the Verisys Services requested by Licensee for the fees listed in Schedule A. The fees listed on Schedule A may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. Verisys is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference. Verisys Services pricing information is considered confidential and proprietary and protected by the confidentiality provisions hereof. Licensee shall be responsible for payment for all Verisys Services obtained through Licensee's User ID. Licensee shall pay to Verisys the fees incurred for the use of the Verisys Services, and Licensee agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date unless stated otherwise in the attached Schedule A. Licensee agrees to pay Verisys for Services rendered the amounts set forth in the invoice within thirty (30) days after the receipt of such invoice from Verisys. Failure to pay fees when due may result in revocation of this License, at Verisys' discretion. Verisys reserves the right to accrue interest on balances more than sixty (60) days overdue at one and one-half percent (1-1/2%) per month. Licensee is responsible for all collection fees incurred by Verisys in collecting delinquent accounts, including reasonable attorney's fees and court costs. Except for Verisys' income related taxes, Licensee is solely responsible for reporting and paying any and all applicable international, federal, state or local sales, use or value added taxes resulting from the execution of this Agreement or the provision of Services or access to the Verisys Content hereunder.

7. **Term and Termination.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which Verisys is providing services for Licensee (the "Term"); provided, however, that any term provided on Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as Verisys is providing services for Licensee. Upon expiration or termination of this license, Licensee agrees that Licensee's access to the Verisys Services and Verisys Content will be automatically terminated and Licensee shall pay Verisys all fees due through the effective date of such termination. Any material violation of this Agreement may result in termination of Licensee's access to the Verisys Content, including without limitation in the event (a) Licensee fails to make payments required under this Agreement; (b) Licensee commits a material breach of any of its obligations concerning scope of use or the protection of Verisys Services or the intellectual property of Verisys; (c) Licensee materially breaches any of its other obligations under any provision of this Agreement, which breach is not remedied within thirty (30) days after notice thereof by Verisys to Licensee; (d) Licensee attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement to another party without the written consent of Verisys; or, (e) Licensee becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws. Upon termination, there is nothing due from Licensee to Verisys beyond any fees due at the date of termination, and both parties are relieved of any further obligations contained in this Agreement except for those that by their nature survive or may require performance after termination, specifically, but not limited to, Verisys Intellectual Property rights, indemnity, limitation of liability, confidentiality and data retention and or destruction. Verisys reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Verisys Services.

8. **Audit.** Licensee understands and agrees that Verisys may conduct periodic reviews of Licensee's use of the Verisys Services and Verisys Content and may, upon reasonable written notice, audit Licensee's records, processes and procedures related to Licensee's use, storage, disclosure and disposal of Verisys Content and any other compliance hereunder. Licensee agrees to cooperate fully with any and all audits, which audits, at the option of Verisys, may be conducted (a) by Verisys or its third-party designee, and (b) at Licensee's offices or at a different location specified by Verisys, in which latter case Licensee must deliver copies of all applicable books, records and files to that location.

9. **Miscellaneous.** This Agreement is governed by the laws of the United States and the Commonwealth of Virginia, as an agreement entered into and performed in Virginia. Licensee agrees that any action to enforce this Agreement may only be brought in a state or federal court located in Virginia, and you submit to the personal jurisdiction of those courts and waive the right to claim that jurisdiction is inconvenient. Licensee may not bring any action or proceeding based on this Agreement or use of the Verisys Content more than one (1) year after the cause of action accrues. Except for that Non-Disclosure Agreement entered into between Verisys and Licensee, this Agreement constitutes the entire agreement between Licensee and Verisys and supersedes any term or representation in all other documents. This

Agreement may only be amended in a writing designated as such and signed by both parties. If any provision of this Agreement is held unenforceable or invalid, the remaining provisions shall nevertheless be binding upon the respective parties hereto with the same effect as though the invalid or unenforceable provision was deleted. No delay by Verisys in the enforcement of, or failure to enforce, any provision or right hereunder shall operate as a waiver of such right. If Verisys is required to bring any action or suit to enforce Licensee's obligations hereunder or to pursue any remedies Verisys may have for Licensee's violation of this Agreement, Verisys shall be entitled to recover from the Licensee, in addition to any other rights and remedies it may have, all reasonable expenses and attorneys' fees for such suit and/or enforcement. Licensee may not assign this Agreement or delegate any right hereunder without the prior written consent of Verisys. All notices under this Agreement must be in writing and must be given by either party by prepaid mail, overnight courier service, or hand delivery to the other party, and shall be sent to address listed above.

10. Confidentiality. Licensee executed a Non-Disclosure Agreement with Verisys on _____, _____, 20____.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Licensee listed above:

[LICENSEE]

Accepted by Verisys Corporation

Name

Name

Title

Title

Signature

Signature

Date

Date

Schedule A

Part 1: LICENSEE INFORMATION:

BUSINESS INFORMATION:

Federal Taxpayer Identification Number (FEIN or EIN): ____-____ (required field)
Public Corporation ☐ Private Corporation ☐ Not-for-Profit Corporation ☐ Sole Proprietor ☐
Partnership ☐ L.L.C. ☐ P.C. or P.A. ☐ Government ☐

LICENSEE ADMINISTRATOR(S) CONTACT INFORMATION:

The Licensee Administrator (“Administrator”) is responsible for the management of this account and business relationship and has the primary function of managing the Licensee Users (“Users”).

Primary Administrator:	
Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	

BILLING INFORMATION:

☐ **OPTION A: CREDIT CARD INFORMATION:** If your organization chooses to be billed on a credit card, fill out this portion and proceed to Section E. If you choose to be billed directly, skip this portion and proceed to OPTION B. Verisys accepts MasterCard, Visa, and American Express. For security and authentication purposes, Verisys requires the account holder to provide the card security code and address to which the credit card company mails the monthly statement.

Cardholder Name:	
Credit Card Number:	
Card Number Expiration (MM/YY):	
Card Security Code:	
Billing Contact Name:	
BILLING ADDRESS	
Street Address:	
City:	
State:	
Zip+4:	
PHYSICAL ADDRESS (if different than billing address)	
Street Address:	
Billing Address:	
City:	

State:	
Zip+4:	

Card Type: Master Card ☐ Visa ☐ American Express ☐

By choosing to have a credit card billed directly by Verisys, Customer/Cardholder hereby authorizes Verisys to bill this credit card for the charges incurred for use of Verisys Services. Licensee agrees, further, that Licensee will notify Verisys with new or updated Cardholder information upon the expiration the Cardholder information above. Licensee acknowledges and agrees that failure to provide and maintain valid Cardholder information will result in the termination of this Agreement.

Cardholder Signature: _____ Date: _____

☐ **OPTION B: DIRECT BILLING INFORMATION:** If you choose to be billed directly, fill out this portion. By submitting this direct billing application, Licensee certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Licensee named in this Agreement. Licensee certifies that the information provided relating to this credit application is true and complete. Licensee hereby grants permission to Verisys to verify the credit information provided herein.

Billing Contact Name:	
BILLING ADDRESS	
Street Address:	
City:	
State:	
Zip+4:	
PHYSICAL ADDRESS (if different than billing address)	
Street Address:	
City:	
State:	
Zip+4:	

ADDITIONAL BILLING INFORMATION:

Require a P.O. Number on Invoice? ☐ If Yes, Provide P.O. Number: _____

P.O. Contact Name:	
Street Address:	
City:	
State:	
Zip+4:	
PHYSICAL ADDRESS (if different than billing address)	
Street Address:	
City:	
State:	
Zip+4:	

If your organization requires multiple billing locations or multiple billing groups, please include in Schedule A, a list of each location, the location Administrator information and any billing groups.

USERS. Please provide the following information on your users, Verisys will issue User Identifications (UID(s)) and passwords and provide the information to the users in two e-mails, one containing the UID(s) and one the password(s).

	Last Name:	First Name:	MI:	Title:	Direct Dial Telephone:	E-Mail Address:	Location: (see #4 below)	Billing Group: (see #4 below)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10								

LOCATIONS and BILLING GROUPS: Does your organization have multiple locations or billing groups?

Yes ☐ No ☐ If yes, please list of each location and the location Administrator data.

Location _____ or Billing Group _____ (Note: For all additional locations or billing groups either cut and paste this table or copy/print and complete this page for each location or billing group.)

Primary Administrator:	
Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	

Part 2: TERM AND PRICING:

A. TERM COMMITMENT

The term of this Agreement is ____ year(s) commencing on _____ and subject to the Terms and Conditions of this Agreement. This Agreement will automatically renew at the end of the initial term for successive one-year periods unless Licensee provides Verisys ninety (90) days' notice prior to the end of the term, in writing, that Licensee desires to terminate the Agreement. It is agreed that either party may terminate this Agreement immediately upon written notice to the other party after the initial term of ____ years.

B. VOLUME COMMITMENT

Discounts are based on annual search volume and term commitments. The minimum term is one year for all non-subscription only contracts. For ongoing monitoring the minimum search frequency is quarterly. For term and volume commitments Licensee's volume estimates are used to determine discount levels and Licensee hereby warrants that the volume estimates provided are true and correct and provided in good faith by Licensee. Licensee represents their search volumes are as follows: minimum number of _____ individuals and/or entities (unique, stable population) per year.

C. PRICING AND ANNUAL MINIMUM PAYMENTAMOUNT

1. Pricing for Requested Products

Based on a three year contract term and volume commitment of no less than _____ transactions annually Licensee agrees to pay the following fees for Verisys Services:

2. Optional Products and Pricing

All Verisys prices are covered by the NDA and must remain confidential.

3. Annual Minimum Payment for Each Contract Year

For term and volume commitments Licensee understands and agrees that discounts are based on minimum volume commitments. Failure to meet the minimum volume commitment, while benefiting from the discounts, will result in an end-of-year payment of the difference between the minimum commitment price and the billed amount for the contract year. Licensee understands and hereby acknowledges that the annual minimum for this contract is: \$_____.

D. PAYMENTS

Monthly, all invoices are due and payable thirty (30) days after the invoice date.

E. PROCESSING AND DATA INPUT REQUIREMENTS

1. Processing Requirements

Licensee is responsible for providing Verisys instructions for the processing of any non-standard Web query. Any batch, monitoring or notification product request must be accompanied by processing requirements. Processing requirements required by Verisys include information about the file as follows:

- a. File Type (individuals or businesses or mixed);
- b. Data File Type (Excel, Access, delimited, etc.);
- c. Number of Input Records;
- d. If the submission does not comport with the Verisys' standard data input template then Licensee must provide a list of Licensee's specific input data fields and any data dictionary information for Licensee's proprietary fields;

- e. Name of product(s) requested; and
- f. Desired turn-around-time.

In the event that the information provided by Licensee is insufficient or otherwise unacceptable, Verisys will so advise Licensee prior to processing.

2. Required Data Input Elements

a. Individuals

In order to process all searches regarding individuals for all of Verisys' products and services, Licensee must provide all of the following data elements regarding each search subject:

- First name, last name, middle name or initial;
- Date of birth;
- Social Security Number;
- Current home address;
- State of employment; and
- License number, date of issuance, license type, and state of issuance (this information is not mandatory but it is highly desired).

b. Entities

In order to process all searches regarding entities for all of Verisys' products and services, Licensee must provide all of the following data elements regarding each search subject:

- Correct entity name;
- Current street address (not a P.O. Box);
- Full FEIN number; and
- If licensed, license number, date of issuance, license type, and state of issuance (this information is not mandatory but it is highly desired).

Failure to provide the above data elements will result in a surcharge to fees.