

# LICENSE AGREEMENT

## *Security Software Solutions* VERIS® ACTIVE ID SERVICES

AGREEMENT between Timothy J. Rollins DBA **Security Software Solutions**, having an office at 5215 Sabino Canyon Road and 4340 N Camino Yermo, Tucson Arizona 85750 and \_\_\_\_\_ with principal offices at \_\_\_\_\_ ("Subscriber") entered into effective as of \_\_\_\_\_, 202\_\_, 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 services known as Veris SSN Active ID and Veris Death File Processing, described in the company's website <http://veris.info>, as SSN Validation/Online ID Verification and Death File processing, respectively. 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. Security Software Solutions will notify the *Subscriber* of any changes/upgrades to the services.

2. FEES. The fees payable for Veris SSN Active ID shall be as set forth in the Pricing Schedule attached hereto as **Exhibit 1**. After the Initial Term, Security Software Solutions may change the fees by providing notice to Subscriber at least 90 days prior to the effective date of the change; provided however that for a Renewal Term, Security Software Solutions will not change prices more than once each calendar year and such price change will not exceed 3% of the prior year's prices.

(a) Veris Active ID Services fees will be computed based on the tier price for the volume of all transactions processed by Subscriber for itself and for its affiliates through its customer information database.

(b) Optional Veris Death File Processing Services - this fee will be invoiced on an annual calendar year basis. The first invoice will be applied beginning on the service commencement date. Subscriber will notify Security Software Solutions when it is ready to begin this service.

(c) Security Software Solutions will submit all invoices to Subscriber with a detailed report of the Services performed during the period for which the

services are being charged as set forth in the applicable pricing schedule.

(d) Subscriber will pay all undisputed amounts within 30 (30) days of the receipt of the underlying invoice. Subscriber will deposit the payment electronically to the bank account designated by Security Software Solutions. Security Software Solutions will notify any changes to its account information to Subscriber's billing contact at least ten (10) business days prior to the date on which the Provider requests that the change take effect. Subscriber will carry out its best efforts to make the changes within the timeframe requested.

### 3. TERM AND TERMINATION.

(a) Term of the Agreement. This Agreement will commence on the Effective Date and will continue in effect for \_\_\_ months, the Initial Expiration Date (the "Initial Term"). The parties may renew the Agreement as provided therein (each such renewal term being a "Renewal Term", which collectively with the Initial Term will be referred to as the "Term"). The Agreement will automatically renew for a term of \_\_\_ months.

(b) Termination. Either party may notify the other party of its intent to terminate the Agreement at any time and without cause upon written notice not less than thirty (30) days prior to the desired effective date of termination. Either party may terminate this Agreement for cause upon written notice to the other party. If the cause for termination relates to a breach of confidentiality, privacy or other compliance matter, the termination may be effective immediately.

(c) Security Software Solutions may terminate the right of Subscriber to use Veris SSN Active ID if after due notice and investigation it determines that Subscriber has abused or misused the Information and Subscriber has not provided evidence to the contrary within 30 days of such notice.

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

A. Security Software Solutions contracts the services of Third Party Providers, which in turn 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". Notwithstanding, Subscriber may terminate the agreement as provided above.

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 the allowed use under the provisions of this Agreement.

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 it will receive from Security Software Solutions will not be used as the sole determining factor for any business decision it 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 related to the use of the information 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, but not including third party claims for infringement of intellectual property.

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. THE LIMITATIONS OF LIABILITY PROVIDED HEREUNDER DO NOT APPLY TO THE INDEMNIFICATION OF THIRD PARTY CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY AS PROVIDED BELOW.

G. In order to ensure compliance with the terms and conditions of the licenses provided to Security Software Solutions by the Third-Party Providers, Security Software Solutions is entitled to conduct periodic reviews of subscribers' activity and may 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 and all such investigations will be channeled through Security Software Solutions. Verified 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.

#### 5. SECURITY SOFTWARE SOLUTIONS ACKNOWLEDGMENTS AND AGREEMENTS.

(a) Security Software Solutions will perform the Services and its obligations under this Agreement in accordance with best industry standards and

in full compliance with applicable federal, state and local laws, rules and regulations.

(b) Intellectual Property. Security Software Solutions represents that it and/or the Third-Party Providers own or have sufficient license in the intellectual property used to provide the services and that such intellectual property does not infringe on a third party's intellectual property. To this end, Security Software Solutions shall fully indemnify, hold harmless and defend Subscriber, its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim for infringement of intellectual property.

(c) Business Resumption and Contingency Plans. Security Software Solutions will maintain in effect at all times an appropriate business continuity plan ("BCP") to minimize the disruption of the Service operations and to ensure timely resumption of the Services.

(d) Data Centers. Security Software Solutions will identify all data centers where the application/platform, data at rest or data backup will reside. Security Software Solutions represents that all such data centers where Confidential Information, including NPPI, will be received, collected, stored, processed, or transmitted and will always reside within the jurisdiction of the United States.

## 6. PRIVACY AND INFORMATION SECURITY

(a) The information that this service provides to Subscriber contains consumer identification information (consumer information) governed by the Gramm-Leach-Bliley Act (GLB). In accordance with the GLB, Subscriber selects below the purpose for which it intends to utilize this service. The purpose selected will govern this entire agreement. If the purpose for which Subscriber conducts searches changes, it will 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.

(b) The parties (i) shall not use any such consumer 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; (ii) 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 (iii) 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.

(c) The parties agree to protect the consumer information from unauthorized and/or inadvertent use or disclosure in full compliance with this Agreement and all applicable laws, rules and regulations. The parties may provide access to the PII to their officers, directors, employees, agents, consultants and advisors who (1) are within the jurisdiction of the United States ("Representatives") (2) need such access for purposes consistent with this Agreement and (3) have confidentiality agreements no less stringent than those herein or owe a duty of confidentiality to the party.

The parties represent that they will protect the confidentiality and privacy of the consumer information in compliance with Federal, state and local privacy and information security laws, regulations, guidance and industry standards (in conjunction, "Legal Requirements"). The privacy and confidentiality of such consumer information shall be maintained both during and after the course of the Services. Neither party will: (i) use, reproduce, sell, market, disseminate, modify or disclose the PII other than for the purposes under this Agreement; (ii) reverse engineer, render anonymous, aggregate, segregate or mine any PII; (iii) receive and maintain the consumer information without implementing internal controls and procedures to safeguard the security and confidentiality of such information; (iv) electronically store, transmit or dispose of consumer information without encryption or other secure means; (iv) disclose consumer information other than to its Representatives.

To this effect, the parties represent that they have in place and will at all times during the Term of the Agreement maintain updated:

(a) Information Security Plans. A data protection plan that complies with Legal Requirements, and establishing the internal controls, tools, systems and physical safeguards necessary to protect the security, confidentiality, integrity and availability of consumer information, against any anticipated threats or hazards or unauthorized access to or use of such information that could result in substantial harm or inconvenience to Subscriber's customers and ensure the proper disposal of such information. The parties will, among others, (i) take into account information security audit results, security risks, threats or changes in Legal Requirements in updating their plan; (ii) encrypt any stored, transmitted or disposed consumer information following relevant encryption industry standards.

(b) Incident Response Program. An incident response program that complies with Legal Requirements to address any actual or suspected information security incident (as defined in applicable Legal Requirements) involving unauthorized access to the parties' physical or electronic systems that either compromises or could compromise sensitive information. A Security Incident includes but is not limited to physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), loss/theft of

printed materials, etc.

To the extent not prohibited by law or an enforcement agency, the party that becomes aware of the Security Incident will notify the other party in writing within 24 hours (or within the time required by law, whichever is sooner) following its discovery of any Security Incident that involves Subscriber's customers' consumer information. The party that originates the Security Incident will take all reasonable steps to immediately mitigate and/or remedy such Security Incident and prevent any further breach in accordance with applicable Legal Requirements. Any notification to the other party must include periodic meetings to discuss and report the available facts, the status of the investigation, the estimated effects on Subscriber's customer's, and, if applicable, the potential number of affected customers. The Parties agree to cooperate fully with each other on any investigation, corrective action and response or affected customers notice requirements.

Except as strictly required by applicable law, Security Software Solutions will not communicate with any third party, including but not limited to the media, vendors, and affected customers, regarding the Security Incident, as it relates to Subscriber, without Subscriber's express consent, The parties will mutually agree on the content of the communication, which will abide by Subscriber's regulatory requirements.

To the extent a party is the source of the Security Incident it shall assume the costs related to responding to, and mitigating damages caused by any Security Incident, including all regulatory fines and costs of investigation, notification and/or remediation. Such party shall also defend, indemnify and hold harmless Subscriber and its subsidiaries, affiliates, and respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance arising out of or resulting from any third-party claim against any indemnitee arising out of or resulting from a Security Incident. These reimbursement and indemnification provisions will not be subject to any limitation of liability stated in the Agreement.

In the event of a court, governmental or regulatory order or legal action requiring the disclosure of consumer information, and to the extent permitted by law, the parties agree to request confidential treatment of any such consumer information, to promptly notify the disclosing party, and at its expense, to postpone the disclosure in order to allow it to request a protective order if necessary. A disclosure by the receiving party of Confidential Information of the disclosing party in response to a valid order by a court or administrative/governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes.

Upon Subscriber's request, Security Software Solutions shall promptly return or destroy all copies of Subscriber's customers' social security numbers, including, without limitation, physical copies and copies embedded in computer files,

extracts from computer files and analyses or in conjunction with other customer information or based upon the customer information; Security Software Solutions shall submit, within thirty (30) days of such request, an attestation executed by an authorized officer certifying that the information has been destroyed.

End User's business location is:  COMMERCIAL  RESIDENTIAL

End User Company Name: \_\_\_\_\_

End User Physical Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Nature of your business:

End User Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_

Authorized Signature/Title \_\_\_\_\_

Governing law and jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of the State of Arizona. The parties hereto voluntarily submit themselves to the jurisdiction of the State of Arizona for all claims and disputes arising out of or related to this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Timothy J. Rollins DBA <b>Security Software Solutions</b>	
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: