

MASTER SERVICES AGREEMENT FOR EMPLOYERS

THIS MASTER SERVICES AGREEMENT FOR EMPLOYERS ("MSAE" or "AGREEMENT") GOVERNS CUSTOMER'S ACQUISITION AND USE OF EMPINFO SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN AND IN THE SERVICE ORDER FORM ("SOF"). BY SIGNING AN SOF THAT REFERENCES THIS AGREEMENT, CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

THE SERVICES MAY NOT BE ACCESSED FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES. EMPINFO'S DIRECT COMPETITORS ARE PROHIBITED FROM ACCESSING THE SERVICES, EXCEPT WITH EMPINFO'S PRIOR WRITTEN CONSENT. THIS AGREEMENT WAS LAST UPDATED ON [June 20, 2022]. IT IS EFFECTIVE BETWEEN CUSTOMER AND EMPINFO AS OF THE DATE CUSTOMER SIGNS AN SOF REFERENCING THIS AGREEMENT (THE "EFFECTIVE DATE").

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Nature of Agreement.

(a) Employer hereby retains EmplInfo to perform and assist, and EmplInfo agrees to render to Employer, on the terms herein set forth, employment verification services consisting of the services (the "Services") described in the Service Order Form and **Annex A**, which are hereby incorporated into this Agreement by reference. Specifically, EmplInfo's proprietary software application will securely store certain Employer's employees' ("Employee") information for the purpose of providing third-party verifiers ("Verifiers") with Employee employment verification. In exchange for these Services, Employer agrees to furnish EmplInfo with the Employee information needed to implement the Services for the Employer (the "Data") in the format set forth in **Annex B**.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days upon receiving such notice. The non-breaching party must provide the other party with written notice of the breach at which point the cure period is triggered.

2. Compensation and Consideration. The fees for Services shall be as shown in the SOF.

3. Confidentiality.

(a) Definition. "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development belonging to either party, technical data, intellectual property, trade secrets or know-how, including, but not limited to, Data, research, product plans or other information regarding either parties' products or services and markets therefore, customer lists and customers, customer information and usage data, passwords, software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information, including the terms of this Agreement. Confidential Information does not include

information that (i) is known to both parties at the time of disclosure as evidenced by written records of both parties, (ii) has become publicly known and made generally available through no wrongful act of the parties or (iii) has been rightfully received by the parties from a third party who is authorized to make such disclosure.

(b) The parties shall not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than to carry out and effectuate the performance of the Verification Services as set forth in this Agreement or (ii) disclose the Confidential Information to any third party, unless disclosure to third parties (such as Verifiers) is necessary to effectuate the purpose of this Agreement. The parties each agree that all Confidential Information will remain the sole property of the party to whom the Confidential Information belongs. Each party also agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other party's Confidential Information. Absent mutual written consent, neither party will directly or indirectly disclose to anyone the existence of this Agreement or the fact that the parties have this arrangement with one another.

(c) The parties also agree that they will not improperly use or disclose any proprietary information or trade secrets of any former or current employee of either party or other person or entity with which either party has an agreement or duty to keep in confidence sensitive information.

(d) The parties recognize that each party has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on each party's respective part to maintain the confidentiality of such information and to use it only for certain limited purposes. The parties agree that, during the term of this Agreement and thereafter, each party owes the other and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Verification Services under this Agreement as well as any agreement with such third party, including, but not limited to, the authenticated Verifiers. All Confidential Information, whether of the disclosing party or a third party, must be clearly marked as confidential and/or proprietary prior to disclosure.

(e) Upon the termination of this Agreement, or upon either party's earlier request, a party must deliver to the other all of that party's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that one party may have obtained from the other during the course of this Agreement. Where electronically stored information must be destroyed rather than returned, the receiving party shall provide a certification of its destruction. The Parties expressly acknowledge that verification reports previously issued to authenticated Verifiers cannot and will not be deleted, even upon termination of this Agreement.

4. **Ownership.** The parties shall each retain all legal right, title, and interest in their respective copyrights, patents, moral rights, mask work rights or other intellectual property rights held at the time of execution of this Agreement and developed thereafter. Nothing in this Agreement constitutes any valid transfer of any intellectual property rights between the parties. EmplInfo shall retain all right, title, and interest in the intellectual property embodied by the work product it develops in connection with the verification reports generated under this Agreement. In addition, Employer hereby grants EmplInfo with a fully paid up, non-exclusive license for a period of time equal to the term of this Agreement, to use Employer's trademarks, logos, and company name in connection with EmplInfo's own marketing, advertising, and promotional efforts.

5. **Employer Representations.** Employer represents and warrants the following:

(a) that Employer has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude the Employer from complying with the provisions

of this Agreement or agreeing to permit EmplInfo to provide the Verification Services described and contemplated herein;

(b) the Employer expressly agrees to not enter into any agreement conflicting with the provisions of this Agreement during the term of this Agreement. Furthermore, the Employer represents and warrants that it has full authority and consent, legal and otherwise, to furnish EmplInfo with the Data EmplInfo needs and/or requests as set forth in Annex B in order to carry out the Verification Services, and further acknowledges and understands that any claims brought against EmplInfo arising out of the Employer's violation of any agreement or law, including, but not limited to, the unlawful disclosure of any of the Data without proper notice and/or consent, is subject to the indemnity provisions set forth in paragraph six (6) herein;

(c) the Employer has reviewed and complied with the Fair Credit Reporting Act (the "FCRA"), including the applicable contents of the FCRA Notice to Furnishers of Information, attached hereto as Annex C;

(d) the Employer has provided complete and accurate Data and information as set forth in Section 623(a) of the FCRA;

(e) the Employer will investigate disputes it receives regarding the Data and information as set forth in Section 623(b) of the FCRA;

(f) the Employer has reviewed, complied with, and understands the requirements of the Fair and Accurate Credit Transactions Act of 2003 ("FACTA");

(g) the Employer will provide to EmplInfo an address (which EmplInfo hereby has Employer express permission to provide to any consumer) at which an Employee can notify Employer of the inaccuracy of any information;

(h) the Employer is solely responsible for the accuracy and completeness of all Data and information it submits to EmplInfo and that EmplInfo shall have no duty to verify the discrepancy or incompleteness of any such Data or information;

(i) the Employer shall promptly update or correct any Data or information it provides to EmplInfo upon learning that the Data or information was or is incorrect or needs updating;

(j) the Employer understands that it is responsible for any liability arising out of its failure to adhere and comply with the FCRA and all other laws, ordinances, and/or regulations that govern the furnishing of Data or information to EmplInfo as set forth herein.

6. Indemnification. EmplInfo and Employer agree to indemnify and hold each other harmless from and against all third-party losses, damages, liabilities and costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of either Employer or EmplInfo or their assistants, employees or agents, including, but not limited to, furnishing Data or information to EmplInfo or Employer in a manner that is contrary to any applicable state or federal law or regulation, (ii) any breach by Employer or EmplInfo or their assistants, employees or agents of any of the covenants, representations or warranties contained in this Agreement, (iii) any failure by either Employer or EmplInfo to provide Data or information in accordance with all applicable laws, rules and regulations, including, but not limited to, the unlawful dissemination of any confidential or sensitive personal information of any kind belonging to either Employer, EmplInfo or any third party, or (iv) any

violation or claimed violation of a third party's rights resulting in whole or in part from either party's use of the work product and Employee information provided under this Agreement. This clause shall not preclude either Party from pursuing injunctive relief through the courts, where appropriate, such as a threatened or actual breach of confidentiality

7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER CAUSE OF ACTION RELATING TO THE SERVICES HEREUNDER OR OTHERWISE RELATING TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL EMPIINFO BE LIABLE TO CUSTOMER FOR ANY DAMAGES THAT EXCEED THE FEES PAID HEREUNDER (IF ANY).

8. **Applicable Law.** In interpreting the terms of this Agreement, the parties expressly agree that the laws of the United States and the State of California apply to any and all disputes. The Employer also agrees to submit to the jurisdiction of the Santa Clara County Courts of the State of California in the United States for any disputes arising out of this Agreement.

9. **Alternative Dispute Resolution.** Notwithstanding any other provision in this Agreement, if either the Employer or EmplInfo have any un-resolvable dispute, controversy or claim, whether founded in contract, tort, statutory or common law, concerning, arising out of or relating to this Agreement, including any claim regarding the applicability, interpretation, scope or validity of this arbitration clause and/or this Agreement (a "Claim") and upon the demand of either party, it will be settled by individual (not class or class-wide) binding arbitration administered by the American Arbitration Association (AAA) in accordance with the then current Commercial Financial Disputes Arbitration Rules, including any expedited procedures. A demand that a Claim be submitted to arbitration may be made before the initiation of any legal proceeding or within ninety (90) days following the service of a complaint, third-party complaint, cross-claim or counterclaim and if a party in a pending legal proceeding demands a Claim to be submitted to arbitration, the party initiating the action will immediately dismiss the legal proceeding and file the claim in arbitration. Arbitration hearings will be held in a mutually agreeable location or if no such agreement can be reached, the city where the dispute occurred.

10. **Changes to the Service.** EmplInfo reserves the right to change the terms, conditions, and services at any time, which will be effective when posted on the Service or when you are notified by other means. EmplInfo shall provide you with thirty (30) days prior notice of any such material change, notice of which may be provided by email. If you do not wish to be bound by such material change, you may discontinue using and terminate the Verification Services before the change becomes effective. Your continued use of the Service after the material change becomes effective, indicates your agreement to the change. This provision applies in no way to immaterial changes in EmplInfo's services.

Annex A
Services Level Agreement

1. SERVICE UPTIME

The services will be available twenty-four (24) hours a day, seven days per week, with the exception of other scheduled downtime. Service is guaranteed to be up ninety-nine and nine-tenths (99.9%) percent of the time as measured on a monthly basis, excluding scheduled downtime. Should EmplInfo determine that a reconfiguration of the service is required, such as a major software version changes, changes in hosting facilities or other network reconfiguration, EmplInfo will provide the Employer with at least thirty (30) calendar days of written notice and will work in good faith with the Employer to minimize any Service outages. Notwithstanding the foregoing, EmplInfo shall not schedule more than four (4) hours of scheduled downtime per thirty (30) day period.

2. DOWNTIME

Where Employer has been notified by EmplInfo in writing of any required maintenance, or where EmplInfo has been notified by Employer of any service interruptions, EmplInfo shall use commercially reasonable efforts to remedy the situation within twenty-four (24) hours.

3. SUPPORT AND ESCALATION PLAN

The Parties expressly agree that the primary point and the additional Technical Contact as well as an Escalation Contacts will be provided for support of this Agreement. EmplInfo will respond to questions or problems as soon as commercially reasonable, but in no event later than twenty-four (24) hours after being contacted by Employer.

4. DATA ACCURACY AND COMPLETENESS

Neither EmplInfo nor those who have access to its system, other than the Employer, will have the ability to make any modifications to the employee information available through the online services. Any discrepancies discovered by an employee shall be resolved between that employee and the Employer, and corrected data needs to be re-transmitted to EmplInfo by the Employer for reconciliation. Because the Employer has represented and warranted that the employee data it provides EmplInfo is accurate, EmplInfo shall not be responsible in any manner, financially or otherwise, for any incomplete or inaccurate information transmitted by the Employer, including any resulting adverse impact on the employee, whether directly or indirectly caused by the inaccurate information at issue.

5. DATA TRANSMISSION

Employer shall be responsible for providing the required employee data either directly or through trusted and/or reliable third-party sources. The accuracy of the employment records which EmplInfo maintains is completely reliant upon the Employer's ability to provide the most up-to-date employee information on regular basis.

6. DATA CONFIDENTIALITY

EmplInfo has developed and implements extensive security measures in place to protect an employee's employment and income data. All employment and income data provided to EmplInfo by or on behalf of the Employer constitutes Confidential Information under the main agreement and will be treated as such for all relevant purposes. EmplInfo represents and warrants that it will comply with the security measures outlined in the "[EmplInfo Security Datasheet](#)" document.

7. SLA EXCLUSION

The Service commitments set forth herein do not apply to any unavailability, suspension or termination of EmplInfo or any other EmplInfo performance issues: (i) that result from a suspension of the main EmplInfo Agreement; (ii) caused by factors outside of EmplInfo's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of EmplInfo; (iii) that result from any actions or inactions of Employer or any third party; (iv) that result from Employer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances not attributable to unavailability; or (vi) arising from our suspension and termination of Employer's right to use EmplInfo in accordance with the EmplInfo Agreement (collectively, the "EmplInfo SLA Exclusions").

Annex B
Minimum Reliability Standards for Submission and Acceptance of Data

The Employer agrees to review EmplInfo's Technical documentation provided to the Employer and also agrees to comply with the specifications set forth in that technical document as part of the implementation efforts. EmplInfo requires the following Data to provide the services contemplated by this Agreement:

1. Employer Information: Data includes Employer identification number (EIN), company name, address, phone number, fax number, HR/Payroll contact person's name, contact phone & email addresses, etc.
2. Employee Information: Data includes Employee's Name, Mailing address, Phone number(s), Email address, Employee's ID or Social Security Number (SSN), Date of birth, etc.
3. Employment Information: Data includes the employee's Job Title, Hire date(s), Employment status, Hours worked; Supervisor's Name and Title; Termination date(s) (if terminated) and other optional data (Reason for termination and Eligibility for re- hire).
4. Earnings Information: Data includes employee's rate of pay (Salary/period or dollar/hour); most recent as well as year-to-date earnings break down (Base Pay, Overtime Pay, Bonus, Stocks, Commission, Tips, Other Pay, Gross Pay & Net Pay) for current year and prior years.
5. (Optional) Benefits, Taxes and Deductions Information: If the Employer requires EmplInfo to provide automated verifications services to support verifications from "Social Services (government) organizations", employer shall provide additional data about: Medical, Dental & Vision insurance; Worker Compensation; and taxes & deductions per pay periods and also annual basis.

Annex C

NOTICE TO FURNISHERS OF INFORMATION OBLIGATIONS OF FURNISHERS UNDER THE FCRA

LINK: <http://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>