

THIS MASTER SERVICE END-USER AGREEMENT (“Agreement”) is made and entered into by and between Applicant Insight, Inc. (“Applicant Insight”) and the undersigned client below (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

WHEREAS End-User seeks to obtain services from Applicant Insight, and

WHEREAS Applicant Insight agrees to provide such services as described in Addenda(um) incorporated herein.

NOW upon due and adequate consideration, the parties agree as follows.

General

Applicant Insight, Inc. (hereinafter “Applicant Insight”) strives to deliver accurate and timely information products and services to assist your Company (hereinafter “End-User”) in making intelligent decisions for a permissible purpose under applicable law. As a condition of your entering into this Agreement, you will be required to certify that End-User also has in place reasonable procedures designed to comply with all applicable local, state and federal laws and regulations. By agreement of the parties, Florida law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Florida, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that all addenda, attachments, exhibits, and schedules are incorporated herein and made a part of this Agreement as though fully set forth herein. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of Applicant Insight. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

No Re-Sale, Transfer or Assignment

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products or software solutions addressed herein, except as required by law or with the prior written consent of Applicant Insight. End-User may not assign or transfer this Agreement without the prior written consent of Applicant Insight.

Certification of Legal Compliance

End-User certifies to Applicant Insight that the information products and/or software solutions it receives will not be used in violation of any applicable federal, state or local laws. End-User accepts full responsibility for complying with all such laws and for using the information products and software solutions it receives from Applicant Insight in a legally acceptable fashion. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products and/or software solutions.

Retention of Information/Right to Audit

End-User agrees to retain any information it receives from Applicant Insight in accordance with applicable local, state and federal laws and regulations. End-User agrees to allow Applicant Insight to audit such records at any time, upon reasonable notice given. Violations discovered by Applicant Insight may result in immediate termination of the account, legal action, and/or referral to federal or state regulatory agencies.

No Legal Advice

End-User understands that any conversation or communications with Applicant Insight’s representatives regarding any information products, services and/or software solutions offered or provided by Applicant Insight, and any documents provided to End-User by Applicant Insight are not to be considered legal advice or counsel.

Confidentiality

Applicant Insight hereby identifies as proprietary and confidential any property or any other information disclosed to End-User hereunder ("Confidential Information"). End-User will take reasonable precautions to assure that all Confidential Information disclosed to it is held in strict confidence and disclosed only to those of their respective employees whose duties reasonably require access to such information. End-User shall take all measures reasonably necessary to protect the confidentiality of such information and limit use and access to such information to conform to the express terms of this Agreement, including, without limitation, establishing security procedures to prevent the accidental or unauthorized use, copying or disclosure of information and instructing its employees regarding its obligations under this Agreement. Each party will take suitable precautions to prevent loss, compromise, or misuse of any media containing third party information while in the possession of either party and while in transport between the parties.

Applicant Insight agrees to hold in the strictest confidence, and not to use, to publish, or to disclose to any person, firm, or corporation without written authorization of the End-User, any past, present, or future techniques, know-how, designs, drawings, processes, experimental and development work, methods of operation, inventions, trade secrets, developments, methods of developments, research activities and plans, prices, software, hardware, sales and customer information, marketing strategies, customer and prospect lists, End-User's agent information, and business and financial information relating to the business, products, practices and techniques of End-User or any of its affiliates, clients, consultants, or licensees, or any other secret, proprietary or confidential information concerning or relating to the business of End-User (collectively, "**Confidential Information**").

Confidential Information shall not include any information which (i) is or becomes in the public domain through no fault of the receiving party, (ii) was already known to the receiving party prior to disclosure by the disclosing party, (iii) is lawfully obtained from a third party under no obligation of confidentiality, or (iv) is independently developed by the receiving party without any use of or reference to the Confidential Information of the disclosing party.

Neither party shall at any time, either directly or indirectly, unless required in connection with the performance of its duties, use, publish, distribute, disclose or divulge to any other person, firm or corporation the Confidential Information of the disclosing party, or do any act which could impair, prejudice or destroy the goodwill of the other party.

This section of the Agreement shall survive the termination of the relationship between Applicant Insight and End-User, irrespective of the reason therefore.

Non-Solicitation

End-User hereby agrees, during the term of this Agreement, and for a period of twenty-four (24) months after termination of the Agreement, that End-User will refrain from and will not directly or indirectly (a) solicit or counsel any third person, partnership, joint venture company, corporation, association or other organization that End-User should know or reasonably should know is or was a customer of Applicant Insight within the preceding twenty-four month period, regardless of such person's or entity's location, to terminate any business relationship with Applicant Insight and/or commence a similar business relationship with any other individual or business entity; or (b) solicit any of the employees or agents of Applicant Insight regardless of such person's or entity's location, to terminate any business relationship with Applicant Insight or otherwise encourage or hire (or assist anyone else to hire) any such person to commence any relationship as employee or agent for any other entity or individual. End-User further agrees that upon a violation of this section of this Agreement, the period during which the covenants herein apply will be extended by the number of days equal to the period of such violation.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges for Applicant Insight's products and services. A schedule of specific fees for each service provided by Applicant Insight is attached to the applicable Addenda and fully incorporated herein. Full payment must be made within thirty (30) days of the invoice date. At Applicant Insight's option, payments

not received thirty (30) days after the date of the invoice will cause the account to be placed on temporary interruption until the balance due is paid in full or arrangements have been made with our Accounts Payable Department. Accounts with invoices unpaid may be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. Invoice discrepancies should be reported to Applicant Insight no later than 10 days following the invoice. If there are any disputed charges the Client will satisfy that portion of the invoice that is not in dispute within the stated thirty (30) day period and immediately provide Applicant Insight a written explanation detailing the nature of any charges in dispute. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs.

Applicant Insight reserves the right to adjust the rates by an amount of no greater than 5% prior to each renewal period as defined herein. Should a rate change be exercised by Applicant Insight, the change must be presented to the End-User at least 60 days prior to the renewal term. Any other rate adjustments may only be applied upon mutual agreement by both parties. Pass through fees are subject to change without notice.

Warranties and Remedies/ Indemnification

End-User understands that Applicant Insight obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Applicant Insight makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Applicant Insight expressly disclaims any and all such representations and warranties. Applicant Insight will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise. End-User agrees to indemnify and hold harmless Applicant Insight, its successors and assigns, officers, directors, employees, agents and suppliers from any and all claims, actions or liabilities arising from or with respect to information products or services provided by it, regardless of the form of the information products.

Applicant Insight nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Applicant Insight's sole gross negligence. Applicant Insight's maximum aggregate liability for damages in this regard shall not exceed an amount equal to the price paid by End-User to Applicant Insight for the specific information product or service at issue. The liability of Applicant Insight for third party claims shall only be triggered by a final non-appealable order from a court of competent jurisdiction. Applicant Insight does not guarantee End-User's compliance with all applicable laws in its use of reported information. End-User agrees that it will consult with its own legal or other counsel regarding the legality of obtaining or using reported information for a legally permissible purpose.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and will continue for a period of two (2) years from that date, unless earlier terminated in writing. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent to terminate the Agreement. Such notice of intent to terminate must be given no less than ninety (90) days prior to the proposed termination date. Applicant Insight may terminate or revise the provisions of this Agreement immediately upon written notice if End-User (i) breaches any term of this Agreement and fails to cure such breach within fifteen days of such notice, (ii) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of creditors, ceases normal business operations, or has a change in ownership, or (iii) assigns or attempts to assign this Agreement or any of the rights and obligations hereunder without first obtaining consent as required herein. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or reimburse Applicant Insight for fees it paid to third party on End-User's behalf. Upon termination of the Agreement, either party may request that any or all Confidential Information (as defined in specific Addenda to this Agreement) be returned.

Independent Contractors

This Agreement is not intended to create any employment relationship or general or limited partnership between the parties. Rather, each party is an independent contractor of the other.

Force Majeure

End-User agrees that Applicant Insight is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Applicant Insight from meeting its obligations under this Agreement.

Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Severability

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so. The Addenda referenced herein will be treated as though fully incorporated herein if properly signed by both parties. There shall be no oral modification of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

I certify that I am authorized to execute this Agreement on behalf of the Company listed above. Further, I certify on behalf of End-User Company that the above statements are true and correct and agree to the terms and conditions set forth. My signature also authorizes the above listed references to release the Company's credit information.

Company or Business Legal Name

Applicant Insight, Inc.

Address (Street, City, State, Zip Code)

7324 Little Road, New Port Richey, FL 34654

Telephone Number/Fax Number

Phone: 800-771-7703/Fax: 800-890-6454

Signature of End-User's Authorized Agent

Signature on Behalf of Applicant Insight

Printed Name

Printed Name

Title

Title

Date

Date