



New MVR Account Sign Up - Insurance

[PROVIDER: UNITED SOFTWARE DEVELOPERS, INC.]

***Required Fields**

General Information

***Industry Type:** [] Insurance Agents [] Insurance Carriers

***Ownership Type:** [] Corporation [] LLC [] Non-Profit Organizations [] Partnership [] Sole Ownership

***Legal Business Name (Subscriber):** _____

DBA Name (if applicable): _____

***Business Description:** _____

***Physical Address (No PO Box):** _____

***City:** _____ ***State:** _____ ***Zip:** _____

***Mailing Address [] Same as Physical Address:** _____

***City:** _____ ***State:** _____ ***Zip:** _____

Billing Address: _____

City: _____ State: _____ Zip: _____

***Primary Contact:** _____ ***Phone:** _____ ***Email:** _____

Billing Contact: _____ Phone: _____ Email: _____

Business Telephone: _____ Fax: _____

***Federal Employer ID No.:** _____ ***Year Business Established:** _____

Date & State of Incorporation: DATE: _____ STATE: _____

Professional/Occupational License #: _____ State: _____ Expires: _____

Website (URL): _____

***Compliance Contact:** _____ ***Compliance Email:** _____

Licensing Information (Upon request submit a copy of the license):

Professional/Occupational License #: _____ State: _____ Expires: _____

Ownership Information

***Name:** _____ ***Title** _____ ***Complete or Last 4 digits of SSN:** _____

Name: _____ Title _____ Complete or Last 4 digits of SSN: _____

Storage of Records: For on-site inspection, audit and review purposes

***Street Address** _____ ***City** _____ ***State** _____ ***Zip** _____

Insurance Coverage

***Select One:**

- My company has Errors and Omissions Coverage (Attach copy of coverage)
- My company does not have Errors and Omissions Coverage

Anticipated Monthly Volume:

- 1 -249
- 250 – 499
- 500+

Affidavit of Intended Use (For Insurance, Select 06 Only)

***To obtain Record(s), you must declare your intended use of the information therein. Information may be used only for the following approved purposes, please select:**

- (01) By any government agency, including any court or law enforcement agency.
- (02) For use in connection with matters of motor vehicle or driver safety and theft.
- (03) For use in the normal course of business, but only to verify the accuracy of personal information.
- (04) For use in connection with any civil, criminal, administrative, or arbitral proceeding
- (05) Research
- (06) By an insurer or insurance support organization.
- (07) To provide notice to owners of towed or impounded vehicles.
- (08) For use by any licensed private investigative agency.
- (09) By an employer/agent or insurer of a Commercial Driver License holder.
- (10) In the operation of private toll facilities.
- (11) Any Other use of Motor Vehicle
- (12) Marketing
- (13) For use by any requestor, if the requestor has obtained a written consent of the person whose record is being requested.
- (14) For any other use specifically authorized under the law of the State that holds the record.

Specify: _____

***Please read and initial:**

***Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

***Initial here** _____

Compliance:

You must file State User Agreements with United Software Developers, Inc. before accessing some driving records for some states. Below you will find those states requiring state specific forms. Please select the states from which you would need to request records:

- California
- Colorado
- Georgia
- New Mexico
- New Hampshire
- Pennsylvania
- Washington

How did you hear about us? _____

Referred by: _____

Disclaimer

The information submitted in this Application and Agreement will be used to determine your eligibility for accessing information provided by United Software Developers, Inc.. United Software Developers, Inc. reserves the right to reject this Agreement for any reason without explanation and there will be no recourse taken against United Software Developers, Inc. and/or its employees or officers. Additionally, the applicant hereby authorizes United Software Developers, Inc. to independently verify the information provided herein. As part of your application for services, United Software Developers, Inc. may be required to verify bank/credit information, business or client references for your organization and on any and/or all officers and signees of the applying entity. The driver's license number provided will serve as your personal identifier; the information provided will not be stored by United Software Developers, Inc. for marketing, research, re-sale or re-disclosure purposes.

*** [] I have read and agree to the terms set forth on this Application and Agreements.**

Permissible Purpose. Upon the terms and subject to the conditions set forth the Subscription Agreement, United Software Developers, Inc. grants to Subscriber for the License Period, a limited, nonexclusive, nontransferable and revocable license to access the United Software Developers, Inc. system for the sole and exclusive purpose of requesting and receiving Information Services. Subscriber represents that it is an existing business with the legitimate need for Information Services offered by United Software Developers, Inc. and that reports will only be obtained for its own use and it is the end user of the reports. Subscriber certifies it will only use Information Services **for use by an insurer or insurance support agency in connection with claims, investigations, antifraud activities, rating or underwriting.**

I hereby certify that I am a legally authorized representative of Subscriber, and I hereby obligate Subscriber to the terms and conditions listed above:

*Subscriber Business Name: _____

*Authorized Representative Signature: _____

*Name (Print): _____

*Title: _____

*Date: _____

United Software Developers, Inc. User Statement of Confidentiality Form

This form must be completed by each employee or contractor with access to United Software Developers, Inc. Information Services. Annual re-certification is required.

As an employee, principal, officer, temporary employee or subcontractor of Subscriber you may have access to official government motor vehicle and/or driver record information contained in United Software Developers, Inc. Information Services (“Information Services”). The Confidentiality of the information contained within these Information Services shall be maintained at all times. Information contained in Information Services shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, Customer, and any involved third party. The Data Provider providing Information Services shall not be in any way responsible for defense of any such action.

Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys; fees, and costs. Other civil and criminal laws may also apply.

I hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between Subscriber and United Software Developers, Inc. pertaining to the security and confidentiality of motor vehicle and driver records:

USER INFORMATION

* _____
User Signature

* _____
Printed Name & Title

* _____
Date

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is effective as of the Signature Date (the "Effective Date") by and between United Software Developers, Inc., a New York corporation, (hereinafter "United Software Developers, Inc.,") with its principal place of business located at 2913 Avenue V, Brooklyn, NY 11229; and

* _____, (hereinafter "Subscriber"), having offices at

* _____. In consideration of the representations, warranties, covenants, and mutual promises contained in this Agreement, United Software Developers, Inc. and Subscriber agree as follows:

1. **Definitions.** The following terms and those terms defined elsewhere in this Agreement, throughout this Agreement and any exhibits or schedules to this Agreement, have the meanings provided.

"**United Software Developers, Inc. System**" means the proprietary system developed and operated by United Software Developers, Inc. for facilitating requests for, and retrieval and distribution of Information Services from Data Providers with which United Software Developers, Inc. maintains license arrangements, and which comprises a gateway server or servers, and other equipment, United Software Developers, Inc. proprietary software, and telecommunication lines.

"**Data Provider**" means any Federal or State Agencies, Service Providers, and other Service Bureaus that provide United Software Developers, Inc. with Information Services.

"**Information Services**" means any data, reports, indicators, products and/or services, including Motor Vehicle Reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, and analytic services.

"**Personal Information**" means information regarding an individual and comprising all or any of the following: the individual's photograph, social security number, driver identification number, name, address, telephone number.

2. **Restrictions.**

- 2.1 **Use of Information Services.** Subscriber must not disclose, distribute, resell and/or transfer any Information Services to any third party nor permit any third party direct access to the United Software Developers, Inc. System.

- 2.2 **Compliance with Laws.** Subscriber certifies that it shall order, receive, disseminate and otherwise use the Information Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "Applicable Laws"). Subscriber further certifies that before ordering Information Services, it will comply with any applicable consumer disclosure-authorization and adverse action requirements under the FCRA and will not use any information contained in the Information Services in violation of any applicable federal or state equal opportunity law or regulation. Subscriber understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Subscriber shall be responsible for understanding and for staying current with all of Applicable Laws.

- 2.3 **Interpretation.** If at any time Subscriber and United Software Developers, Inc. disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, Subscriber must conform to United Software Developers, Inc.'s interpretation thereof.

- 2.4 **Required Documents.** Subscriber agrees to promptly execute and return to United Software Developers, Inc. all documentation required, now or in the future, by any Data Provider or United Software Developers, Inc. to permit release of information or to ensure compliance with Applicable Laws including United Software Developers, Inc.'s routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Subscriber being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

- 2.5 **Confidentiality of Information.** Subscriber acknowledges that in connection with this Agreement, it may receive Personal Information and nonpublic Personal Information from Data Providers. Subscriber agrees to treat as confidential all Personal Information received from or through United Software Developers, Inc. and to disclose such information only to those authorized who have a need to know such information to accomplish their duties. Subscriber and its authorized users shall not use Personal Information for any purpose except the purpose permitted by this Agreement. Disclosure of such information may be cause for criminal and/or civil legal action

against Subscriber and any involved third party. Neither United Software Developers, Inc. nor any Data Provider providing Information Services shall be in any way responsible for defense of any such action.

- 2.6 **Credentialing**. Credentialing is the process for verifying that entities are legitimate and their purpose for the use of Information Services is authorized. Subscriber agrees to cooperate fully with continued monitoring of Subscriber credentials. Monitoring includes the recertification of credentials (i.e. business license) and update of this Agreement. United Software Developers, Inc. reserves the right to make such requests as it deems necessary.
- 2.7 **Information Security**. Subscriber shall: (a) implement data security procedures that meet or exceed current industry standards to protect Information Services provided by United Software Developers, Inc. under this agreement from theft, unauthorized disclosure or any use not specifically permitted under this Agreement. Such reasonable procedures must include, but are not limited to, user name and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Information Services; (b) physically secure and tightly control all Subscriber information technology assets that house or process Information Services from unauthorized access; (c) employ adequate measures to insure that unauthorized users cannot successfully attack Subscriber information technology assets in a manner that allows Information Services to be comprised; (d) periodically scan Subscriber information technology hosts and networks that hold or process Information Services for known vulnerabilities to search for exploits; (e) have a formal process in place install vendor-recommended security patches in a timely manner for all information technology assets, hosts and networks that process Information Services; (f) provide annual security training to employees on best security practices; (g) ensure that each employee or other individuals with access to United Software Developers, Inc. Information Services shall execute a United Software Developers, Inc. User Statement of Confidentiality form; (h) have a computer incident policy and procedure program in place and notify United Software Developers, Inc. within one (1) day of a computer incident.
- 2.8 **Use of the Internet**. Subscriber and any of its authorized users will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit Subscriber from transmitting such information over a secure network using current security technologies to Customer's authorized users with a legitimate need to receive the information, provided that such actions comply with Applicable Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.
- 2.9 **Account Information**. Subscriber: (a) shall remain fully responsible for protecting their United Software Developers, Inc. account number, User IDs, and passwords granted in connection with this Agreement; (b) shall not provide any such information to any third party; (c) agrees to limit access to Information Services only to its current employees whose responsibilities require such access and only to the extent necessary for its proper use in accordance with, and as Authorized by, this Agreement; (d) agrees to immediately terminate the User ID and password granted in connection with this Agreement for any employee that leaves Subscriber's organization or violates any terms or conditions of this Agreement; (e) shall remain fully responsible and liable for any unauthorized use of account number, User IDs or passwords granted in connection with this Agreement; (f) agrees that Subscriber's employees shall be forbidden to attempt to obtain Information Services on themselves, associates, or any other persons, except in the exercise of their official duties for Subscriber; and (g) each user of Subscriber's System must be assigned a unique user ID and password.
- 2.10 **Notification in Event of Breach or Misuse of Information**. Subscriber will immediately notify United Software Developers, Inc. of any inadvertent or unauthorized release of any Information Service obtained under this Agreement or other security breach of Personal Information contained in any Information Service when Subscriber knows of such unauthorized or inadvertent release. Subscriber agrees to notify all affected consumers in writing that their Personal Information has been potentially compromised in the event of the Customer's or its authorized users', inadvertent or unauthorized release, misuse, or other security breach of Personal Information contained in the Information Services supplied to Customer. Subscriber shall retain documentation of such notification and provide it to United Software Developers, Inc. and governmental representatives immediately upon request.
- 2.11 **Change in Subscriber's Business**. Subscriber shall immediately notify United Software Developers, Inc. of any of the following events: change in ownership of the Subscriber (over 50%); a merger, change in name or change in the nature of Subscriber's business that in any way affects Subscriber's rights to request and receive consumer reports.

- 2.12 **Archiving.** Subscriber and any of its authorized users shall not use Information Services supplied by or through United Software Developers, Inc., or data derived from them, including any MVR data, to directly or indirectly compile, store, or maintain the Information Services or derivative data to develop its own source or database of such services or data. Subscriber agrees that use of Information Services is restricted to use, one time, for the permissible purpose referenced in the Account Information Sheet.
- 2.13 **Retention of Information Services.** Subscriber shall promptly and adequately destroy any Information Services in its possession when the Information Services are no longer required for the purpose as stated in this agreement or sooner if required by law.
- 2.14 **No Solicitations.** Subscriber must not use or permit others to use any Information Services for any solicitations, direct mail advertising, or any other mailings or communications.
- 2.15 **Other Restrictions.** United Software Developers, Inc. shall have the right to amend upon written notice any term or condition of this Agreement as necessary or recommended to comply with any statute, rule, regulation, interpretation or contract as determined by United Software Developers, Inc. in its reasonable discretion. In addition, United Software Developers, Inc. may amend or terminate this Agreement without notice in the event of any change in any of United Software Developers, Inc.'s licenses for Information Services with any Data Provider. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.
- 2.16 **Audits.** Beginning on the Effective Date of this Agreement, Subscriber must maintain all records related to its ordering and using Information Services, for a period of five (5) years from the date each Information Services report is ordered. The information retained pursuant to this Section must include without limitation the: request date, requested individual, requestor, and permissible purpose for each Information Services report, a signed release from the prospective or current employee each time a request is made for employment purposes, and any other information sufficient to verify that the ordering and use of the Information Services complies with the terms of this Agreement and Applicable Laws. Upon receipt of United Software Developers, Inc. audit requests, Subscriber agrees to respond with all documentation as requested within the time period specified in the audit notice or request for information. Access privileges to the Information Services will be suspended upon failure to comply with such requests.
- 2.17 **Failure to Comply.** Failure of Subscriber to fully comply with the requirements of all of Section 2 shall be a material breach of this Agreement and shall permit United Software Developers, Inc. to immediately terminate this Agreement and the delivery of any Information Services to Subscriber without notice or delay
- 3 **Subscriber responsibilities when ordering report.** Subscriber represents that it is an existing business with the legitimate need for consumer reports offered by United Software Developers, Inc.. Subscriber specifically represents that reports will only be obtained for its own use and it is the end user of the reports. Subscriber will request reports for one of the following FCRA purposes: insurance underwriting, employment purposes, granting credit, collection of a credit account, or in connection with a business transaction initiated by the individual who is the subject of the report or one of the following DPPA purposes: insurance, CDL verification, notice to owners of towed/impounded vehicles, for use with any civil, criminal, administrative or arbitral proceeding, accuracy of personal information, with the express consent of the consumer or other purposes allowed by state laws relating to the release of motor vehicle records. The Subscriber represents that, in addition to complying with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.
- 3.1 **Subscriber representations and responsibilities when ordering a report for non-employment purposes.** Subscriber represents in conjunction to requesting a report for non-employment purposes, Subscriber will:
(a) disclose to the individual who is the subject of the report that a consumer report may be obtained; (b) obtain, except as otherwise permitted by law, a consent of the individual allowing the obtaining of the consumer report; (c) that it will comply with the FCRA and similar state laws, in regard to reports falling within the coverage of the FCRA; it will also following the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports. (d) After taking adverse action against a consumer, if a FCRA purpose supported the request for the report in question, Subscriber shall notify the consumer of such action and provide a copy of the consumer's rights under FCRA. Subscriber may send copy of the report to the consumer with the notice of adverse action.

- 3.2 **Subscriber representations and responsibilities when ordering a report for non-employment purposes.** Subscriber represents that in conjunction with requesting a report for employment purposes it will: (a) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained; (b) obtain the written consent of the individual allowing the obtaining of the consumer report; (c) provide to the individual a summary of the individual's rights required under the FCRA and any applicable state law; and (d) not utilize any information in violation of any federal or state equal employment opportunity law or regulation; (e) that is a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by United Software Developers, Inc., the Subscriber will, except as otherwise provided by law, advise the subject of the intent to take the adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA. (f) that after taking adverse action based in whole or in part upon information contained in a report furnished by United Software Developers, Inc. the Subscriber shall: (i) provide notice of such action to the individual; (ii) provide the name, address and telephone number of United Software Developers, Inc.; and (iii) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through United Software Developers, Inc. and that United Software Developers, Inc. is unable to provide the individual the specific reasons why the adverse action was taken by you. (g) that it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.
- 4 **Charges for Services. Fees.** Subscriber agrees to pay for all Information Services orders submitted by Subscriber to United Software Developers, Inc. in accordance with the Transaction Fee Schedule. All payments of Transaction Fees shall be made in U.S. dollars. All Transaction Fees are subject to increase by United Software Developers, Inc. upon 30 days prior written notice to Subscriber, and all increases become effective for and with respect to all billing periods following the notice of increase from United Software Developers, Inc. unless otherwise agreed to in writing by United Software Developers, Inc. and Subscriber. Data Provider and Information Service fees are listed in the Turnaround Schedule, which is subject to change at any time and United Software Developers, Inc. will take reasonable measures to provide Data Provider fee increase notices to its customers prior to the effective date, however cannot guarantee its promptness. Subscriber agrees to pay United Software Developers, Inc. 's reasonable attorney fees and costs incurred in enforcing the terms of this Agreement and fee schedule and in the collection of amounts due hereunder.
- 4.1 **Payment Terms.** Payment can be made online, by phone or fax by credit card or check. Note there is a convenience fee for credit card payments. There is no fee for check payments. A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- 5 **United Software Developers, Inc. System Availability.** United Software Developers, Inc. will use commercially reasonable efforts to deliver Information Services. Subscriber acknowledges that United Software Developers, Inc. relies totally on the information contained in the records and/or information provided by various Data Providers for its Information Services and response times for fulfillment of Information Services requests through the United Software Developers, Inc. System may be subject to delays occasioned by numerous technical factors which cannot be fully anticipated. United Software Developers, Inc. does not guarantee availability of the United Software Developers, Inc. System, any Information Services from any particular Data Provider. United Software Developers, Inc. makes no representation or warranty whatsoever regarding anticipated response times for retrieval or delivery of Information Services.
- 6 **Indemnification.** Subscriber must, at all times following the Effective Date, indemnify, defend, and hold United Software Developers, Inc. , its directors, officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, judgments, injuries, damages, losses, penalties, expense and costs (including but not limited to reasonable attorneys' fees and court costs) arising or resulting from, or relating to any of the following: (a) any act, error or omission of Subscriber or any of its officers, employees, agents, contractors or clients whether arising from or incident to the performance or non-performance of any of Subscriber's obligations under or in connection with this Agreement or otherwise; or (b) any use by Subscriber of the United Software Developers, Inc. System or any Information Services in any manner violative of Applicable Laws. The provisions of this Section survive any expiration or earlier termination of the License Period or this Agreement.

7 **Term and Termination.**

7.1 **Term.** This Agreement shall continue in full force unless terminated earlier as expressly permitted by this Agreement.

7.2 **Termination.** United Software Developers, Inc. or Subscriber each may terminate this Agreement without cause upon 30 days prior written notice to the other party. United Software Developers, Inc. may immediately terminate this Agreement upon the occurrence of the following events: (a) Subscriber files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors; (b) Any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against that party and is not staid, enjoined or discharged within sixty days; (c) Subscriber adopts a resolution for discontinuance of its business; (d) Default in payment of charges for United Software Developers, Inc. Information Services; (e) Misuse of United Software Developers, Inc. Information Services; (f) Improper requests for information; (g) Failure of Subscriber to comply with or assist United Software Developers, Inc. in complying with Applicable Laws; (h) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Customer; or (i) Unauthorized release of information in a consumer report to a third party or the unauthorized reselling of any report.

8 **Disclaimer of Warranty.**

THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, INFORMATION SERVICES, OR ANY DATA PROVIDER'S DATABASE, MAY CONTAIN INACCURACIES OR ERRORS. UNITED SOFTWARE DEVELOPERS, INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND ABOUT THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY INFORMATION CONTAINED THEREIN, OR ABOUT ANY RESULTS TO BE OBTAINED FROM USING THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES, OR ANY DATA PROVIDER'S DATABASE, USE OF ANY OF WHICH IS AT SUBSCRIBER'S OWN RISK. THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, AND ANY INFORMATION CONTAINED THEREIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE FILES OF OTHER DATA PROVIDERS. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT MOTOR VEHICLE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE. UNITED SOFTWARE DEVELOPERS, INC. AND ITS DATA PROVIDERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF CONDITIONS OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT UNITED SOFTWARE DEVELOPERS, INC. KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE. UNITED SOFTWARE DEVELOPERS, INC. FURTHERMORE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE, OR ANY PART THEREOF.

IN ANY EVENT, THE LIABILITY OF UNITED SOFTWARE DEVELOPERS, INC. TO SUBSCRIBER OR ANYONE CLAIMING BY, THROUGH OR UNDER SUBSCRIBER FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE WITH RESPECT TO THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES, ANY DATA PROVIDER'S DATABASE OR ANY PART THEREOF, OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF TRANSACTION FEES PAID BY SUBSCRIBER TO UNITED SOFTWARE DEVELOPERS, INC. UNDER THIS AGREEMENT FOR THE 30 DAYS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT WHICH IS THE BASIS OF THE CLAIM; PROVIDED, HOWEVER, THAT IN NO EVENT WILL UNITED SOFTWARE DEVELOPERS, INC. OR ANY UNITED SOFTWARE DEVELOPERS, INC. AFFILIATE OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE

TO SUBSCRIBER OR ANYONE CLAIMING BY, THROUGH, OR UNDER SUBSCRIBER, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR REVENUES, OR ANY DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION OR OTHERWISE RESULTING FROM USE OR INABILITY TO USE THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM, ANY INFORMATION SERVICES OR ANY DATA PROVIDER'S DATABASE OR ANY SERVICES UTILIZING ANY OF THE FOREGOING IN ANY RESPECT, OR ANY FAILURE OR DELAY OF UNITED SOFTWARE DEVELOPERS, INC. IN PROVIDING ANY UPDATE OR REVISION THEREOF, OR RELATED TO THE ACCURACY OR CORRECTNESS THEREOF OR ANY INFORMATION CONTAINED THEREIN, OR ARISING FROM OR BASED UPON THE COMBINATION, OPERATION OR USE OF THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM WITH EQUIPMENT, DATA OR PROGRAMMING NOT SUPPLIED BY UNITED SOFTWARE DEVELOPERS, INC. , OR ARISING FROM ANY ALTERATION OR MODIFICATION OF THE UNITED SOFTWARE DEVELOPERS, INC. SYSTEM OR ANY INFORMATION SERVICES, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT UNITED SOFTWARE DEVELOPERS, INC. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The provisions of this Section allocate the risks under this Agreement between Subscriber and United Software Developers, Inc. and survive any expiration or earlier termination of this Agreement. United Software Developers, Inc. pricing reflects this allocation of risk and limitation of liability.

9 **General Provisions.**

9.1 **Notice.** All notices, requests, demands, and other communications under this Agreement must be in writing and must be sent in a manner requiring a signed receipt such as authenticated Internet transmission, authenticated facsimile transmission, Federal Express or like courier delivered, or if mailed, then mailed by Registered or Certified Mail, Return Receipt Requested. Notice is effective upon receipt. Notices shall be sent to the following addresses: If to United Software Developers, Inc.: United Software Developers, Inc. 2913 Avenue V, Brooklyn, New York 11229. If to Subscriber: Refer to Schedule "A". A party may change its address for notice by notifying the other party of such address change in accordance with the notice provisions of this Section.

9.2 **Intellectual Property Rights.** Anything in this Agreement to the contrary and notwithstanding the United Software Developers, Inc. System and all Intellectual Property Rights therein are proprietary to United Software Developers, Inc. and its third party suppliers or licensors, and United Software Developers, Inc. and its third party suppliers and licensors as applicable retain ownership of all rights whatsoever in the United Software Developers, Inc. System and all Intellectual Property Rights therein.

9.3 **Electronic Signature.** If Subscriber elects to obtain a signed release, authorization or consent in the form of an electronic signature, the electronic signature shall meet the standards defined under E-SIGN and UETA. United Software Developers, Inc. shall have the right to audit and request any documentation regarding the Subscriber's compliance with the requirements regulating electronic signatures. Furthermore, upon written notice United Software Developers, Inc. may require Subscriber to cease using electronic signatures for a particular Data Provider. Subscriber shall assume full responsibility for obtaining signatures in electronic format and shall hold harmless United Software Developers, Inc. from any damages, losses or claims related to the validity of an electronic signature.

9.4 **Entire Agreement; Modification; Counterparts.** This Agreement constitutes the entire agreement between United Software Developers, Inc. and Subscriber with respect to the subject matter contained herein, and supersedes all prior oral or written communications between United Software Developers, Inc. and Subscriber with respect to the subject matter hereof. Except as otherwise provided herein regarding United Software Developers, Inc.'s rights to modify or amend, this Agreement may not be modified or amended except in writing signed by duly authorized representatives of United Software Developers, Inc. and Subscriber. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

9.5 **Independent Contractor.** United Software Developers, Inc. and Subscriber are independent contractors with respect to all activities under this Agreement, and nothing in this Agreement may be construed to create any employment, joint venture, agency, partnership or other relationship other than independent contractors. Neither United Software Developers, Inc. nor Subscriber, or any of their respective employees, consultants, contractors or agents have any authority to bind the other party. Each party is responsible for its own costs and expenses in

executing, implementing and performing under this Agreement, unless otherwise explicitly stated, in this Agreement.

- 9.6 **Non Exclusivity.** Nothing in this Agreement is intended to, or may be construed to prevent United Software Developers, Inc. from entering into similar agreements with other persons or entities to provide Information Services or other services through the United Software Developers, Inc. System or otherwise, even if such persons or entities are or may become competitors of Subscriber.
- 9.7 **Assignment.** Subscriber must not assign any rights under this Agreement or delegate any obligations under this Agreement without the prior written consent of United Software Developers, Inc. which consent may be withheld in United Software Developers, Inc.'s sole and absolute discretion. Any attempted assignment or delegation by Subscriber of any of its rights or obligations under this Agreement, whether by operation of law or otherwise, is void and will be of no force and effect. United Software Developers, Inc. may in its sole discretion and without prior consent of Subscriber assign this Agreement and delegate its obligations to be performed hereunder to any person or entity. This Agreement is binding upon and inures to the benefit of not only the parties but, subject to the provisions of this Section, also their respective transferees, successors or assigns.
- 9.8 **Headings.** All articles, sections, subsections, paragraphs, subparagraphs and other headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.
- 9.9 **Invalid Provision.** If any part of this Agreement, for any reason, is declared by a court of competent Jurisdiction to be invalid or unenforceable, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable, will be unaffected; (b) the effect of the ruling will be limited to the Jurisdiction of the court making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (d) if the ruling, or the controlling principal of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 9.10 **Survival.** Sections 4 and 6 survive expiration or any termination of this Agreement.
- 9.11 **No Waiver.** The failure of either United Software Developers, Inc. or Subscriber at any time to require performance by the other party of any provision of this Agreement, in no way affects the right of United Software Developers, Inc. or Subscriber to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement is not a waiver of any continuing or succeeding breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- 9.12 **Force Majeure.** United Software Developers, Inc. shall not be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control.
- 9.13 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with Applicable Laws of the State of Delaware, excluding conflict of laws principles.

I hereby certify that I am a legally authorized representative of Subscriber, and I hereby obligate Subscriber to the terms and conditions of this Agreement:

*Subscriber Business Name: _____

*Authorized Representative Signature: _____

*Name (Print): _____

*Title: _____

*Date: _____