Global RADAR Check

This Application Agreement ("Agreement") is made by and between Global RADAR LTD. ("Global RADAR" or the "Vendor") and the registrant ("The Customer").

You agree to not use information provided by Global RADAR for decisions about employment, insurance, tenant screening, consumer credit or any other purpose requiring Fair Credit Reporting Act (FCRA) compliance.

SECTION 1. Service and License Grant

1.1 Software and Services. Subject to the terms and conditions of this Agreement, The Vendor agrees to provide, and Customer agrees to pay for access to, the "Licensed Software" (as defined in Section 1.2 below) (the "Services"). Without limiting the generality of the foregoing, no service or other deliverable of any kind shall be deemed owing on the part of The Vendor by virtue of custom or trade usage.

1.2 License. In exchange for Customer's payment of Fees under Section 3 hereof, The Vendor hereby grants to Customer for the term of this Agreement and subject to the terms and conditions of this Agreement a limited, personal, non-transferable, revocable, nonexclusive license (the "License") to access and use The Vendor's proprietary software product(s) (the "Licensed Software"), in the version thereof current as of the Effective Date for its own internal business purposes subject to the terms and conditions of this Agreement and the Rules of Operation (as defined in section 1.4) described below. All rights of The Vendor not expressly licensed to Customer hereunder are reserved in their entirety to The Vendor, its successors and assigns. Each Appendix attached hereto is expressly incorporated herein by reference in its entirety to form part of the terms and conditions of this Agreement.

1.3 Access to Licensed Software. The Licensed Software will be hosted at a data center either owned or licensed by The Vendor (the "Extranet") and will be accessible by Customer (as defined in section 1.5) over the Internet. In order to access the Licensed Software, Customer will be required to register with The Vendor. Customer is responsible for all uses of Customer's account, whether or not actually or expressly authorized by Customer. The Vendor reserves the right to actively monitor access to the Extranet and may, in its sole and absolute discretion, immediately revoke the License granted herein, terminate this Agreement and/or terminate access to any person who The Vendor determines or reasonably believes has violated or is violating this Agreement or the Rules of Operation, or has permitted or is permitting any other person to do so upon prior written notice to such party.

1.4 Rules of Operation.

1.4.1 Customer's access to and use of the Licensed Software may be governed by certain rules of operation that The Vendor may publish from time to time by posting same on the Extranet. In addition, Customer shall be bound by the following rules: (i) Unless and except solely to the limited extent otherwise permitted under applicable law, Customer may not, and may not attempt to, download, copy, alter or modify the Licensed Software or any portion thereof for any purpose whatsoever; (ii) Customer shall not attempt, by de-compilation, reverse-engineering, disassembly, or any other method, to create or derive all or any portion of the source code of the Licensed Software; (iii) Customer shall not alter or remove any copyright or proprietary rights notice on or within the Licensed Software; and (iv) Customer shall not distribute, disclose, manufacture, sell, market, rent, lease or transfer the Licensed Software, or use the Licensed Software in any service bureau arrangement, or allow any third parties to access or use the Licensed Software (collectively, with any additional published rules, the "Rules of Operation").

1.4.2 The Materials consisting of the Licensed Software and accompanying documentation that are made available to download by the Customer are the copyrighted work of the Vendor. This Agreement, any additional terms or end user license agreements that accompany or are included with such software, or that are set out in this Agreement govern use of the software

1.4.3 Customer may (i) view data obtained from the Software, and (ii) print that information for use in accordance with this Agreement, so long as those copies are distributed only to Customer's employees and so long as all copyright, trademark, and other proprietary rights notices are included on those copies. Except as specifically permitted above, Customer shall not (i) reproduce or distribute any information available through the Software, electronically or otherwise, or (ii) store or aggregate that information. Customer shall not share, rent, or sublicense any of its rights under this Agreement to any other party.

1.5 Changes. The Vendor reserves the right to update, modify or enhance the Licensed Software and/or Rules of Operation, including, without limitation, through changes to its accessibility periods, identification procedures, system programming languages and functionality of the Licensed Software, provided however that such updates, modifications or improvements do not result in a material diminution of the Licensed Software or the Extranet unless implemented at the request of the Customer or with approval of the Customer.

1.6 Proprietary Rights.

1.6.1 Subject to the license granted under this Agreement and any other licenses granted or to be granted to third parties in the sole and exclusive discretion of The Vendor, all right, title and interest in and to the Licensed Software and any of its documentation (the "Documentation"), including without limitation all Intellectual Property Rights (as defined below) embodied therein, are and shall remain owned solely and exclusively by The Vendor, its successors, assigns, permissible delegates and/or licensors. This Agreement effects no transfer of title or ownership of the Licensed Software or any Intellectual Property Rights therein to Customer.

1.6.2 By Customer. All right, title and interest in and to the Customer Data is and shall remain owned solely and exclusively by Customer, or their respective successors, assigns, permissible delegates and/or licensors. This Agreement effects no transfer of title or ownership of the Customer Data or any Intellectual Property Rights therein to The Vendor.

1.6.3 The term "Intellectual Property Rights" shall mean all forms of intellectual property rights, irrespective of whether such rights are based upon common law, statute, regulation, ordinance, agreement, contract, treaty, convention or otherwise, and to the full extent such rights may arise or be recognized under any law, rule or regulation, whether federal, state, local or foreign, and shall include, without limitation, any and all patents, copyrights, rights in mask works, trade-secrets, trademarks, trade names, service marks, trade dress and any and all other forms of protection applicable to inventions, conceptions, ornamental designs, works of authorship, algorithms, trade secrets, utility models or other forms of intellectual property.

1.6.4 The Materials and Services described or set forth in this Agreement, including, but not limited to, the compilation of all content (the "Materials", or the "Services", or collectively, the "Materials and Services"), are protected by copyright and/or other intellectual property laws and any unauthorized use of the Licensed Software, Materials or Services may violate such laws. These Materials and Services expressly exclude all Customer data. Except as expressly provided herein, the Vendor does not grant any express or implied right to Customer under any patents, copyrights, trademarks, rights in trade secrets, or other intellectual property rights with respect to the Materials and Services. Except as expressly permitted herein, no portion of the Materials may be reproduced by Customer in any form or by any means without the prior written permission of The Vendor.

1.7 Connectivity and Performance.

1.7.1 Customer shall be solely and exclusively responsible, at their own sole and exclusive expense, for the acquisition, installation, operation and maintenance of the minimum system components, including but not limited to hardware, software, internet connectivity and

communications services required to access and use the Licensed Software. The Vendor shall furnish Customer with the requirements for such components. Any inability to access or interruption of access to the Extranet or the Licensed Software due to failure of the Customer to procure and maintain the necessary hardware and communications services shall be the sole and exclusive liability and responsibility of Customer and The Vendor shall have no responsibility or liability for same.

1.7.2 The performance of the Licensed Software will vary based on the capabilities of the database server, Customer's network's available bandwidth, the number of users actively accessing the database, and the volume of work entered into the Licensed Software. The performance of the Web server will vary based on the number of concurrent Web users, Customer's network environment, and the Internet.

SECTION 2. Term and Termination

2.1 Commencement Date; Term. This Agreement shall commence on the Effective Date and shall remain in effect until the end of the third full calendar year beginning after the Effective Date. This Agreement shall thereafter automatically renew for the original term set forth in this contract (as renewed, the "Term") unless this Agreement is terminated or cancelled as provided below. Such renewals shall be deemed to automatically occur unless notice is given by either Customer or Vendor of an election not to renew, such notice to be given 180 days prior to the expiration of the original term or any subsequent renewed term. In the event of any renewals of this Agreement, the Fees (as defined in section 3.1) payable by Customer with respect to any extension period shall be the then prevailing fees charged by The Vendor.

2.2 Termination and Cancelation. The Vendor may terminate this Agreement effective upon written notice to the Customer if the Customer materially breaches any of the terms or conditions of the Terms of Use that is not cured within ten (10) days after notice from the Vendor. The Vendor reserves the right to suspend access to and use of the application pending cure of a Customer's breach. Termination is in addition to all other legal or equitable remedies available to the Vendor. Upon termination of this Agreement for any reason, the Customer shall cease to access or to use any information obtained through the Vendor. The limitations and disclaimers of warranties, and the indemnity obligations of the Customer, and the provisions of governing law, jurisdiction and venue, shall survive the termination of this Agreement. The Customer may cancel this Agreement by sending written notice to the Vendor at any time during the term of this Software License agreement. Cancelation of this Agreement will not release the Customer from its obligation to pay all fees that would have been collected should the agreement have matured through the termination date. Upon cancellation by the Customer or termination of this Agreement by the vendor, all fee payments will be accelerated and due immediately. In the event of an acquisition or transfer of ownership of the Customer, this agreement will transfer to the acquiring parties and all fees herein will apply and so will the termination clause.

2.3 Certain Obligations Upon Termination or Cancelation. Upon the termination or cancelation of this Agreement, licenses granted under this Agreement shall immediately terminate. Customer shall immediately cease all access to and use of the Licensed Software and shall return to The Vendor any items relating to the Licensed Software, the Documentation, and any other documents, manuals, data, information or materials furnished to it by The Vendor, and any copies of any of the foregoing, and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium. Upon request, Customer will provide to The Vendor a written certification attesting to the destruction and return of all such materials. Upon termination, Customer shall not be entitled to a refund of any portion of the "Fees", as defined in section 3.1 below.

Upon termination, The Vendor shall, upon request, provide Customer with a machine-readable copy of all Customer Data in the form of a comma-delimited file.

SECTION 3. Payment

3.1 Fees. Customer agrees to pay The Vendor the Fees set forth in the registration application (collectively, the "Fees"). If any payment of such Fees is required under this Agreement for a period of less than one (1) full calendar month, such Fees shall be prorated based on the actual days this Agreement was in effect in that month.

3.2 New Versions. Software updates and upgrades ("Updates"), which include bug fixes and minor enhancements, may be released throughout the year as needed in the form of "patches". Software Updates may contain new features and enhancements and are included at no additional charge above the fees already indicated in this agreement to registered users with current accounts. Updates are determined by The Vendor based on user feedback, technical feasibility, and other factors. The release of software Updates is not guaranteed. Training on new features and enhancements is available at the standard hourly rate. If applicable, maintenance fees are 20% per year of the amount of all Software Licenses. The Maintenance fee provides support for new software releases and the technical assistance necessary.

3.3 Denial of Access/Suspension of Services. Timely payment in full of all amounts owed to The Vendor under this Agreement is a material obligation of the Customer and time shall be of the essence with respect to all payments owed under this Agreement. In the event any amount owed under this Agreement is not paid in full within 30 days of the date of the invoice, excluding amounts in dispute, if any, and, in such event, the Customer may be liable for reinstatement charges in accordance with the Vendor's then current policy regarding reinstatement charges. The Vendor in its sole and exclusive discretion and with seven (7) days' notice to Customer may, but shall not be required to, deny Customer access to the Licensed Software and/or the Extranet and suspend providing any or all of the Services until such time as The Vendor has been paid in full. All amounts not paid within 30 days of the date of the invoice shall bear interest at the rate specified on the invoice, or at the maximum rate allowed by law if not interest rate is specified on the invoice.

SECTION 4. Confidentiality and Privacy

4.1 Confidentiality.

4.1.1 Confidential Information. Each party agrees to use reasonable care to safeguard the other party's Confidential Information. Neither party shall sell, transfer, publish, disclose, display, use or distribute the other party's Confidential Information or permit any unauthorized third party from accessing or using, in any manner, the other party's Confidential Information without prior written consent of the other party. Each party agrees to notify the other party promptly and in writing of any circumstances surrounding any possession, use or knowledge of the Confidential Information or any part thereof which is prohibited hereunder.

4.1.2 "Confidential Information" means any information which is reasonably designated by the disclosing party to be, or should reasonably be understood by the receiving party to be, of a proprietary or confidential nature, including without limitation information relating to each party's administrative, financial, technical or operational arrangements, or such arrangements of a party's affiliated entities. The term shall expressly include the Licensed Software, Documentation and non-public Customer Data. The term shall also include the substantive terms (but not the existence) of this Agreement. The term shall not include information which is or becomes public knowledge through no fault of the receiving party, information that is independently developed by the receiving party, information that is rightfully obtained from a third party whom is not bound by obligations of confidentiality to the disclosing party or

information whose disclosure is compelled by court order; provided that in the event of such compelled disclosure, the owner of the Confidential Information shall, to the extent practicable, be given prompt written notice of the disclosure being sought in order to allow the owner to seek a protective order.

4.1.3 Breach The parties agree that breach of any provision of Section 4 and/or Section 1 of this Agreement will cause the non-breaching party to suffer immediate irreparable harm and be without an adequate remedy at law and that the non-breaching party shall be entitled to seek injunctive or equitable relief (without being required to post bond or any other security) from a court of competent jurisdiction in order to prevent, prohibit or restrain such breach or violation. Resort by a party to injunctive or other equitable relief shall not be deemed a waiver of such party's other rights or remedies under the terms of this Agreement or otherwise.

4.2 Privacy.

4.2.1 Restricted Disclosure. Neither party shall sell, transfer, disclose, assign, share or use Customer Information in violation of any law designed to safeguard the privacy and security of such information. Neither party shall disclose any Customer Information to any person or entity, other than such party's employees, affiliates, agents, representatives or service providers who have a need to know such Customer Information in order to enable such party to perform the services for which the information was provided to it, and each party shall take appropriate measures to ensure that each recipient of Customer Information uses or discloses such Customer Information only to the extent necessary to perform their responsibilities in connection with such permitted uses, and complies with each party's obligations, if any, under Title V of the Gramm-Leach-Bliley Act and its implementing regulations (the "GLB Act"). The term "Customer Information" shall mean all Customer Data that is "non-public personal information" as such term is defined in the GLB Act.

4.2.2 Exceptions. Notwithstanding anything to the contrary, either party may disclose Customer Information pursuant to (a) a requirement or official request of a governmental agency, a court or administrative subpoena or order, or any applicable legislative or regulatory requirement, (b) in defense of any claim or cause of action asserted against it, or (c) as otherwise permitted by the GLB Act or any other law, but only after providing notice to the other party as soon as practicable in order to enable the other party to contest such disclosure

4.2.3 Security. The Vendor shall use commercially reasonable measures to ensure and to protect against anticipated threats or hazards to the security and integrity of Customer Information. Notwithstanding the foregoing, or any other provision of this Agreement, the Vendor acknowledge and agrees that security and integrity of Customer Information or any other Confidential Information of Customer cannot be and is in no way guaranteed or warranted. Any and all representations or warranties to the contrary are expressly disclaimed by The Vendor.

4.3 Parties.

The provisions of Section 4 shall apply to the parties and to their respective employees, agents, independent contractors and other representatives. Each party agrees that it shall take steps to reasonably assure that all such persons are informed of and agree to the provisions contained herein.

SECTION 5. Warranties and Service Level Compliance

5.1 By Customer. Customer represents and warrants to The Vendor that the performance of its obligations hereunder and its delivery of Customer Data and other information to The Vendor will not defame or otherwise wrongfully injure or damage, and will not infringe or violate the Intellectual Property Rights, privacy rights, publicity rights, or the contractual rights of, any third party or otherwise violate any applicable laws, rules or regulations or legal obligations or requirements. Customer represents and warrants that the

undersigned representative of Customer is possessed of the full capacity and all authority necessary to execute and deliver this Agreement on behalf of the Customer in its capacity as general partner of the Customer.

5.2 Limited Warranty by The Vendor. The Vendor warrants that (i) it shall use commercially reasonable efforts to provide the Customer with access to, and use of, the Licensed Software; (ii) it is the owner of the Licensed Software, and/or otherwise has the right to license use of the Licensed Software, to the Customer under this Agreement. Notwithstanding the foregoing, The Vendor does not represent or warrant that the Services and/or the Licensed Software will meet all or any of Customer's requirements or that the Services and/or the Licensed Software are or will be provided free of errors, interruption, faults or delays. Except as provided in Section 5.3, The Vendor's sole liability, and Customer's sole and exclusive remedy, under the limited warranty set forth above, shall be limited to having The Vendor supply, as soon as practicable and at The Vendor's cost and expense, product maintenance services that The Vendor determines to be necessary.

The foregoing limited warranty will not apply and shall be void (i) if the Services and/or Licensed Software are used for any purpose other than that set forth in this Agreement or in any manner outside the scope of the license granted under this Agreement, in a manner not in compliance with the Rules of Operation or otherwise not in compliance with this Agreement, regardless of whether The Vendor has terminated the Agreement because of such misuse, (ii) if there is a malfunction in the hardware or communications network of the Customer or its sublicenses or (iii) if failure is due to any other cause within the control of Customer.

THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND MADE BY OR ON BEHALF OF THE VENDOR WITH RESPECT TO THE SERVICES AND/OR LICENSED SOFTWARE OR ANY PARTS THEREOF AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, EVEN IF ANY REMEDY PROVIDED UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

SECTION 6. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUES, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA AND/OR LOSS OF PRIVACY, BASED UPON ANY LEGAL THEORY WHATSOEVER, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR LEGAL THEORY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, EXCEPT WITH RESPECT TO THE VENDOR' INDEMNIFICATION FOR CLAIMS HEREUNDER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, EMPLOYEES OR AGENTS OR ANY OTHER THIRD PARTY (INCLUDING LIABILITY FOR ANY BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION), EXCEED, IN THE TOTAL AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO THE VENDOR UNDER THIS AGREEMENT, FOR THE RELEVANT LICENSED SOFTWARE OR SERVICES OUT OF WHICH ANY ASSERTED CLAIM WITH RESPECT TO THE SERVICES OR LICENSED SOFTWARE ARISES EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY EXCLUSIVE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION ON DAMAGES SHALL APPLY IRRESPECTIVE OF WHETHER THIS AGREEMENT HAS BEEN BREACHED BY ANY PARTY.

SECTION 7. Indemnification

7.1 Indemnification by Customer. Customer agrees to indemnify, defend and hold harmless The Vendor, its officers, directors, agents and/or employees from and against any and all losses, claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees) ("Losses") arising out of or based upon its access or use of the Licensed Software, the Extranet and/or Services, or a claim that the Customer Data, or The Vendor's or the Customer's access to or use of the Customer Data, has been stolen, misappropriated or infringes any Intellectual Property Rights or otherwise violates applicable law or any legal rights of any third party.

7.2 Indemnification Procedures. Vendor shall give prompt written notice to the Customer of any claims in which indemnification is sought hereunder, including a complete summary of all available information, and shall cooperate with the indemnifying party in the defense and settlement of such claim, at the sole expense of the indemnifying party. The Customer shall have the right to assume and retain control of the defense of any such claim, with legal counsel of its choice, provided that it assumes and prosecutes the defense of such claim in a timely and commercially reasonable manner. The Vendor shall have the right to participate in the defense of such claim through legal counsel of its choosing, at the sole expense of the indemnified party.

SECTION 8. Entire Agreement

This Agreement contains the sole entire and complete agreement between The Vendor and Customer with respect to the subject matter hereof and supersedes and cancels any and all prior or contemporaneous oral or written understandings, negotiations and agreements between The Vendor and Customer with respect hereto. This Agreement may not be waived or amended in any manner whatsoever except pursuant to in writing signed by both parties hereto.

SECTION 9. Trademark License; Publicity

Customer hereby grants to The Vendor a non-exclusive license to display Customer's name, trademarks, service marks, trade names and logos (collectively "Trademarks") on The Vendor' website and to use Customer's Trademarks in The Vendor's marketing literature and press releases relating to the Licensed Software for the sole and exclusive purpose of truthfully identifying the Customer as a user of the Licensed Software. The Vendor agrees to comply with Customer's trademark policy statement as same may be communicated to The Vendor in writing from time to time. The license granted under this Section 9 shall terminate upon termination of this Agreement unless terminated sooner, with or without cause, upon five (5) days written notice from the Customer to The Vendor.

SECTION 10. General Provisions

10.1 Compliance with Laws. It is the intent of the parties to comply in all respects with all applicable laws, rules and regulations in connection with their performance under this Agreement. Anything in this Agreement to the contrary notwithstanding, if either party (the "Notifying Party") reasonably determines that this Agreement poses a significant risk of causing the Notifying Party, or any of the Notifying Party's affiliated parties, to be in violation of any of the foregoing laws, rules and regulations, the Notifying Party and the other party shall renegotiate the terms of this Agreement so that this Agreement complies with such law, rule or regulation in the reasonable determination of both parties, or the Notifying Party may terminate this Agreement.

10.2 Non-waiver. The delay or failure of either party to assert any rights under this Agreement or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse any subsequent failure to comply with such term or condition.

10.3 Force Majeure. If either party shall be delayed in its performance of any obligation hereunder or be prevented from performing any such obligation due to causes or events beyond its control including, without limitation, any act of God, fire, flood, storm, water damage, high winds, rising water, power interruption, voltage surge, lightning strike, brown-out, terrorism, war, strike or other organized labor strike or work stoppage, legal action, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non-performance for a period not to exceed ninety (90) days.

10.4 Severability. If any provision or portion of any provision of this Agreement is declared void or unenforceable or against public policy, such provision or portion thereof shall be enforced to the fullest permissible extent and the remainder of this Agreement shall remain in full force and effect. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

10.5 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the United Kingdom, without regard to choice of law or conflicts of laws principles.

10.7 Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assignees. The rights granted to Customer by this Agreement or any duty or obligation of performance hereunder are personal, shall not be assigned, delegated, sublicensed, or otherwise transferred by Customer except to an affiliate of Customer or in connection with the sale or other transfer of substantially all the assets of the Customer, either voluntarily or by operation of law. Any attempt by Customer to assign, delegate, sublicense, or transfer any of the rights, duties, or obligations hereunder except as expressly provided by this Agreement shall be null and void without the written consent of Customer, which consent shall not be unreasonably withheld or delayed. The Vendor shall not assign or otherwise transfer this Agreement or any of its obligations hereunder, except to an affiliate or in connection with the sale or other transfer of its assets.