

FOR OFFICE USE ONLY
AGENCY ID (Assigned after signed agreement is received)



## FIRM Systems

### SUBSCRIBER AGREEMENT

The undersigned subscriber (Subscriber) and FIRM Systems enter into this Agreement. FIRM Systems and Subscriber agree to the following:

**FIRM Systems SERVICES:** FIRM Systems shall furnish to Subscriber, on request, criminal background information and/or other data accessed by FIRM Systems on behalf of Subscriber.

**FIRM Systems PERFORMANCE:** FIRM Systems will exercise its best efforts to deliver all information requested by Subscriber in an expeditious and efficient manner. FIRM Systems shall have no obligation or liability to Subscriber for any delay or failure to deliver information caused or created by any third party that provides services, data, or information to FIRM SYSTEMS and its authorized service provider.

**SUBSCRIBER:** Subscriber hereby certifies and agrees that it will request and use information from FIRM Systems in a lawful manner. Subscriber shall comply with all federal, state and local statutes, regulations and rules, applicable to any consumer information obtained or purchased by Subscriber under this Agreement, including, but without limitation, the Federal Fair Credit Reporting Act, the Illinois Uniform Conviction Information Act, and the Illinois Health Care Worker's Criminal Background Check Act. Subscriber agrees to provide a copy of background check results within 7 days to subjects of consumer reports.

**LIMITATION OF LIABILITY:** FIRM Systems shall exercise reasonable efforts to furnish the subscriber with accurate information. Both Subscriber and FIRM Systems hereby agree that FIRM Systems, its authorized service vendor, and suppliers shall not be liable to Subscriber for any injury or damage resulting from the furnishing of information to Subscriber by FIRM Systems, provided that the liability did not arise as a result of gross negligence or willful misconduct of FIRM Systems. Subscriber acknowledges that all data and information provided and/or sold to Subscriber under this Agreement is purchased "as is".

**INDEMNIFICATION:** Subscriber shall indemnify and hold FIRM Systems, its authorized service vendor, and suppliers harmless from and against any and all costs, expenses, and liabilities which may be paid by or assessed against FIRM Systems based upon the illegal use by Subscriber of any information furnished to Subscriber by FIRM Systems.

**CONTRACT IN ENTIRETY:** This Agreement sets forth the entire understanding and agreement between FIRM Systems and Subscriber and may be modified only by a written amendment executed by both parties.

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Subscriber Company

**SUBSCRIBER FEES:** There are no Subscription fees or monthly support fees. Monthly billing will be processed for services rendered.

**CHARGES AND PAYMENT REQUIREMENTS:** For each response to a request for information (including “no record”), Subscriber agrees to pay the applicable charge for the various services rendered to Subscriber. Charges vary by fingerprint location and may change without notice. Payment by Subscriber shall be due within fifteen (15) days from the date of billing Statement.

**PAST DUE ACCOUNTS:** At the option of FIRM Systems, payments not received within thirty (30) days after the date of the statement shall cause Subscribers privileges to be suspended. Subscriber agrees that Past Due Balances may be charged a finance char of 1 ½ % per month (18% APR). Subscriber further agrees to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorneys fees, court costs, collection costs, and expenditures related thereto.

**TERM:** This Agreement shall continue in force without any fixed date of termination. Either FIRM Systems or Subscriber may terminate the Agreement upon thirty (30) days prior written notice to the other, or immediately by the non-breaching party, after fifteen (15) days written notice of material breach of this Agreement, if such breach is not cured within such period.

**ATTORNEYS FEES:** Should either party commence litigation in any court of competent jurisdiction, the prevailing party shall in addition to such other relief as may be awarded, be entitled to a reasonable sum and for attorneys fees.

**ASSIGNMENT:** This Agreement is not assignable by either party without the prior written consent of the other party, except to a parent or subsidiary or affiliate of the assigning party. Consent not to be unreasonably withheld.

**ILLINOIS LAW:** This Agreement is deemed made in the State of Illinois, and shall be construed in accordance with the laws of the State of Illinois applicable to contracts which are executed and to be performed in Illinois.

**WAIVER:** Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default by such other party.

**HEADINGS:** Paragraph headings are for the convenience only and shall in no way modify or affect the intent of any provision or be given any legal effect. This Agreement shall be effective upon the date of execution by both parties.

**HEIRS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, where permitted by this Agreement.

**NOTICES:** All notices, requests or other communications shall be in writing and shall be deemed to have been duly given when deposited with or delivered to the United States Postal Service, First Class, postage prepaid to the addresses listed in the Credit Application or to any other addresses provided by

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Subscriber Company

one party to the other under this provision of the Agreement.

**WARRANTIES:** FIRM Systems represents and warrants that its activities in the collection and reporting of information are consistent with all applicable law and regulation. The information provided by FIRM Systems originates from various, legal and reputable sources, such as, but not limited to, state and local courts, state criminal history repositories, consumer credit reporting agencies, and state motor vehicle departments.

**DISCLAIMER OF WARRANTY:** FIRM Systems and its suppliers do not guarantee or warrant the correctness, completeness, currentness, merchantability or fitness for a particular purpose of the information provided and shall not be liable to subscriber for any loss, damage, lost profits, bodily injury or death caused in whole or in part by FIRM Systems negligent acts or omissions or intentional wrongdoing in procuring, compiling, collecting, interpreting, reporting communicating or delivering the information or data or in otherwise performing its obligations under this agreement. FIRM Systems and its suppliers shall not be liable to the subscriber for other consequential or special damages arising out of this agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

FIRM Systems, Inc.  
206 South Sixth Street  
Springfield, Illinois 62701  
866-721-1203 Toll Free  
217.525.1271 Fax  
verifyadmin@firminc.com

**Subscriber Company**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

Michael Cheatham  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Sales Agent Signature

\_\_\_\_\_  
Sales Agent Printed Name

For Fingerprinting Services Only, if Necessary

\_\_\_\_\_  
ORI #1 (IL123456Z)

\_\_\_\_\_  
ORI #2

\_\_\_\_\_  
Purpose Code #1 (CSE)

\_\_\_\_\_  
Purpose Code #2

# Contact and Billing Information

(This information must be typed.)

## Billing Information:

\_\_\_\_\_   
Contact Name

\_\_\_\_\_   
Address

\_\_\_\_\_   
City, State, Zip

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax-

\_\_\_\_\_   
E-mail

## Primary User Information:

\_\_\_\_\_   
Contact Name

\_\_\_\_\_   
Address

\_\_\_\_\_   
City, State, Zip

\_\_\_\_\_   
Telephone

\_\_\_\_\_   
Fax

\_\_\_\_\_   
E-mail

## Additional Users

User 2: Name \_\_\_\_\_ Email \_\_\_\_\_

User 3: Name \_\_\_\_\_ Email \_\_\_\_\_

User 4: Name \_\_\_\_\_ Email \_\_\_\_\_

User 5: Name \_\_\_\_\_ Email \_\_\_\_\_

User 6: Name \_\_\_\_\_ Email \_\_\_\_\_

User 7: Name \_\_\_\_\_ Email \_\_\_\_\_

User 8: Name \_\_\_\_\_ Email \_\_\_\_\_

User 9: Name \_\_\_\_\_ Email \_\_\_\_\_

User 10: Name \_\_\_\_\_ Email \_\_\_\_\_