



APPLICATION AND AGREEMENT

Government Management Services, Inc., doing business as Verisys Corporation, (“Verisys”) provides the products and services listed in Part 2 (“Verisys Services”) of this Application and Agreement (“Agreement”). Verisys reserves the right to reject this Application and Agreement without reason or for any reason whatsoever, without recourse against Verisys, or any of its employees, officers, directors, agents, affiliates, or other designees.

Part 1: CUSTOMER INFORMATION:

SECTION A: COMPANY INFORMATION (“Customer”):

Company Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
Company Web Address:	

SECTION B: BUSINESS INFORMATION:

Federal Taxpayer Identification Number (FEIN or EIN): ____ - _____ (required field)
 Public Corporation Private Corporation Not-for-Profit Corporation Sole Proprietor
 Partnership L.L.C. P.C. or P.A. Government

SECTION C: CUSTOMER ADMINISTRATOR(S) CONTACT INFORMATION:

The Customer Administrator (“Administrator”) is responsible for the management of this account and business relationship and has the primary function of managing the Customer Users (“Users”).

Primary Administrator:	
Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	
Secondary Administrator:	
Name:	

Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	

SECTION D: BILLING INFORMATION:

OPTION A: CREDIT CARD INFORMATION: If your organization chooses to be billed on a credit card, fill out this portion and proceed to Section E. If you choose to be billed directly, skip this portion and proceed to OPTION B. Verisys accepts MasterCard, Visa, and American Express. For security and authentication purposes, Verisys requires the account holder to provide the card security code and address to which the credit card company mails the monthly statement.

Cardholder Name:	
Credit Card Number:	
Card Number Expiration (MM/YY):	
Card Security Code:	
Billing Contact Name:	
BILLING ADDRESS	
Street Address:	
City:	
State:	
Zip+4:	
PHYSICAL ADDRESS (if different than billing address)	
Street Address:	
Billing Address:	
City:	
State:	
Zip+4:	

Card Type: Master Card Visa American Express

By choosing to have a credit card billed directly by Verisys, Customer/Cardholder hereby authorizes Verisys to bill this credit card for the charges incurred for use of Verisys Services. Customer agrees, further, that Customer will notify Verisys with new or updated Cardholder information upon the expiration the Cardholder information above. Customer acknowledges and agrees that failure to provide and maintain valid Cardholder information will result in the termination of this Agreement.

Cardholder

Signature: _____ Date: _____

OPTION B: DIRECT BILLING INFORMATION: If you choose to be billed directly, fill out this portion and proceed to Section E. By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit

application is true and complete. Customer hereby grants permission to Verisys to verify the credit information provided herein.

Billing Contact Name:	
BILLING ADDRESS	
Street Address:	
City:	
State:	
Zip+4:	
PHYSICAL ADDRESS (if different than billing address)	
Street Address:	
City:	
State:	
Zip+4:	

SECTION E: ADDITIONAL BILLING INFORMATION:

Require a P.O. Number on Invoice? If Yes, Provide P.O. Number: _____

If your organization requires multiple billing locations or multiple billing groups, please include in Part 4, Schedule A, a list of each location, the location Administrator information and any billing groups.

Part 2: VERISYS PRODUCTS AND SERVICES:

SECTION A: HEALTH CARE PROVIDER RECORD PRODUCTS (WEB, BATCH, SECURE FTP, XML):

(FACIS - Fraud and Abuse Control Information System)

- FACIS Level 1: Federal Sanctions (All Federal Sources)
- FACIS Level 2: Federal Sanctions plus State Sanctions in One (1) State
- FACIS Level 3: Federal and all State Sanctions
- FACIS ProviderSentinel Level 1: Ongoing Monitoring - Federal Sanctions
- FACIS ProviderSentinel Level 2: Ongoing Monitoring - Federal Sanctions plus State Sanctions in One (1) State
- FACIS ProviderSentinel Level 3: Ongoing Monitoring - Federal and all State Sanctions
- OFAC-SDN, BIS-DPL
- Professional License, Registration or Certificate (batch only)
- Professional License, Registration or Certificate, Ongoing Monitoring (batch only)
- DEA - Controlled Substances Act Registration Database (batch only)
- State - Controlled Substances Registration Database (batch only)
- National Provider Identifier (NPI) (HIPAA Administrative Simplification Standard) (batch only)
- Unique Physician Identification Number (UPIN) (historic, batch only)
- National Abuse Registries (child, patient and elder) (where available, batch only)
- National Sex Offender Registries (batch only)
- U.S. Criminal Database (batch only)
- Social Security Administration - Death Master File (batch only)
- National Practitioner Data Bank – Healthcare Integrity and Protection Data Bank (NPDB-HIPDB, under Authorized Submitter - Agent relationship)

SECTION B: VERIFICATION PRODUCTS AND SERVICES:

- Federal Level, OIG/GSA SSN Documentary Verification
- State Level Documentary Verification
- E-Verify, Verisys is registered as a Program Administrator with the Department of Homeland Security's U.S. Citizenship and Immigration Services (USCIS) Designated Agent E-Verify (Web DABP) Program (under Authorized Submitter - Agent relationship)

SECTION C: CREDENTIALING AND CONSUMER REPORTS PRODUCTS AND SERVICES:

- Credentials Verification, New (Full credentialing)
- Credentials Verification, New, Custom, Partial
- Credentials Verification Re-credentialing (Full re-credentialing)
- Credentials Verification, Re-credentialing, Custom, Partial

Part 3: TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** Verisys agrees to provide the Verisys Services selected in Part 2 of this Agreement to Customer. This Agreement shall encompass any and all delivery methods for the Verisys Services, including online web-interface, batch, secure FTP, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** Verisys hereby grants to Customer a restricted license to use the Verisys Services, subject to the restrictions and limitations set forth below:

(i) **Generally.** Verisys hereby grants to Customer a restricted license to use the Verisys Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Verisys Services shall be for only legitimate purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the Verisys Services or any data obtained from these Services for any marketing purposes whatsoever or resell or broker the Verisys Services or any data obtained from these Services to any third party. Customer agrees that if Verisys determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering the Verisys Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Verisys may take immediate action, including terminating the delivery of, and the license to use, the Verisys Services. Verisys may audit Customer under Section 18, herein, if Verisys reasonably suspects Customer of being in violation of the terms and conditions herein.

(ii) **Competition.** Customer may not aggregate, re-use, integrate or use Verisys data or content to create any like or similar product or product compilation that would compete with Verisys products and services.

(iii) **Retention of Data or Content.** Customer may not retain Verisys content or data for re-use or resale. Customer may not retain data or content from Verisys Services in a Customer database in an aggregated form. Unless Customer is retaining a single record, in a single file (paper or electronic) for the purposes of proof of compliance under law or regulatory guidance ("Customer Record"), Customer agrees to not retain any Verisys content beyond ninety (90) days from receipt. Customer agrees to destroy all Verisys data and content beyond any permissible retention period by physical destruction (e.g. shredding), or if in an electronic format, by a commercially reasonable means (e.g. wiping (overwriting) or the use of a commercially acceptable software (e.g. PGP)).

(iv) **Compliance.** Customer shall comply with all laws, regulations and rules governing the use of the Verisys Services and information provided therein. Verisys may at any time mask or cease to provide Customer access to any Verisys Services or portions thereof which Verisys may deem, in the sole discretion of Verisys, to be sensitive or restricted information.

(v) **Copyrighted Materials.** Customer acknowledges the sole and exclusive right, title, and interest in and to all trademarks, trade names, service marks, logos, assignees, program and event names, identifications, and other proprietary rights and privileges of Verisys (the "Verisys Marks"). This Agreement and its various provisions are not a license or assignment of any right, title, or interest in the Verisys Marks by Verisys to Customer. Customer must not, in any manner, represent that it has any ownership in the Verisys Marks. Customer must not do or cause to be done anything that impairs the exclusive ownership of and license in any and all Verisys Marks. Customer must not use, print, or duplicate the Verisys Marks unless Customer has obtained prior written approval from

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4817-B Eisenhower Avenue, Alexandria, VA 22304
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Verisys. Any permitted use by Customer of the Verisys Marks is limited to the term of this Agreement. Upon termination, Customer must immediately cease all use of the Verisys Marks. Customer must not assign or attempt to assign any rights with regard to the Verisys Marks that arise under this Agreement and any such attempted assignment is void.

(vi) Services. The following restricted license is conditionally granted for Verisys Services, including the “public records” products presently listed in Part 2, Sections A and B of this Agreement, as that list may be altered from time to time by Verisys, and the additional Products presently listed in Part 2, Section C of this Agreement, as that list may be altered from time to time by Verisys. In using these Verisys Services, Customer agrees and certifies that it will only use the information it receives through these Verisys Services for purposes that are permitted by law, including (where applicable) by the Fair Credit Reporting Act and similar state laws. Customer further agrees and certifies that, to the extent it takes any “adverse actions” against any individual as a result of information obtained through these Verisys Services that Customer will take all required actions under law.

Specifically, Customer certifies that when using information obtained from the Verisys Services, it will comply with any and all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that, if applicable, (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Verisys Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report.

In addition, for situations where such information does not constitute a “consumer report,” such as where information is obtained in connection with an investigation of suspected misconduct relating to employment; or compliance with Federal, State, or local laws and regulations, Customer agrees to meet all applicable requirements. Customer further agrees and certifies that, in these situations, Customer shall not take any “adverse action,” as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer’s interest unless Customer agrees and hereby certifies that Customer will disclose to the consumer a summary containing the nature and substance of the communication upon which any adverse action is based.

3. SECURITY. Customer acknowledges that the information available through the Verisys Services may include personally identifiable information. Customer further acknowledges that it is Customer’s obligation to keep all such accessed information secure. Customer agrees to establish commercially reasonable controls to prevent unauthorized access, use or disclosure of personally identifiable information. The Customer will implement all safeguards that reasonably and appropriately protect the confidentiality, integrity, and security of personally identifiable data. Accordingly, Customer shall (a) restrict access to Verisys Services to those employees who have a need to know as part of their official duties; (b) prohibit and ensure that none of its employees shall (i) obtain and/or use any information from the Verisys Services for personal reasons or for any purposes not permitted by this agreement, and (ii) transfer any information received through the Verisys Services to any party except as permitted hereunder; (c) unless otherwise agreed, keep all user identification numbers, and related passwords, or other security measures (collectively “Users IDs”) confidential and prohibit the sharing of User IDs; (d) promptly notify Verisys to deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination (and in no event later than 5 days after such change in status); (e) in addition to any obligations under Part 3 Section 2, Customer shall take all commercially reasonable measures to prevent unauthorized access to, or use of, the Verisys Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Verisys Services as it is being disposed; (g) unless otherwise required by law or permitted by this Agreement, purge all information received through the Verisys Services and stored electronically or on hard copy by Customer within 90 days of initial receipt unless the data or content is part of a Customer Record; (h) be capable of receiving the Verisys Services where the same are provided utilizing “secure socket layer,” or such other means of secure transmission as is deemed reasonable by Verisys; and (i) not access and/or use the Verisys Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Verisys. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the Verisys Services and will promptly notify Verisys, in writing, at 4817-B Eisenhower Avenue, Alexandria, VA 22304, if Customer suspects that a User ID or the Verisys Services are lost, stolen, compromised, or misused, and Customer shall reimburse Verisys for any expenses incurred due to Customer’s failure to prevent unauthorized use of User IDs and the Verisys Services.

4. CONFIDENTIALITY. The Customer shall not, during or after the term of this Agreement, (i) disclose any confidential information regarding Verisys to any person, firm, corporation, association or other entity for any reason or purpose

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whatsoever, or (ii) make use of such confidential information for any commercial purpose. For the purposes of this Agreement, "Confidential Information" shall mean information learned in the course of this Agreement by the Customer's employees, agents or contractors and which is not known to the general public, including, but not limited to, financial information, technical information, information relating to the contents of contracts, schedules, or any other proprietary or valuable information of Verisys or its clients and all information clearly identified as confidential or reasonably deemed to be confidential based on the circumstances or as determined by industry practices. Customer nor any employee, agent, contractor or any entity controlled by Customer will directly or indirectly disclose to anyone any legally protected trade secrets belonging to Verisys, including details of contracts, pricing and pricing policies or methodologies, operational methods, proprietary technologies or designs, marketing plans or strategies, business acquisition plans or contracting sources. Neither party will be liable for disclosure of any information received under this Agreement that (i) is generally known or available by publication, commercial use or otherwise; (ii) is known by the receiving party through no wrongdoing and is not subject to restriction at the time of the disclosure; (iii) is independently developed by the receiving party without the use of Confidential Information; (iv) is lawfully obtained from a third party without violation of a confidentiality obligation to the disclosing party; or (v) except as may be required by subpoena or other order or of a court of competent jurisdiction or duly authorized governmental agency; provided, however, that on receipt of such subpoena or order, the Customer will immediately notify Verisys so that Verisys may seek a protective order or other appropriate remedy to prevent disclosure.

5. **INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Verisys Services' information (content and or data), programs or computer applications. Customer acknowledges that Verisys (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data, content and information that they provide. Customer may not decompile, disassemble, or reverse engineer any Verisys Service. Customer shall use such materials in a manner consistent with Verisys interests and notify Verisys of any threatened or actual infringement of the intellectual property rights of Verisys.

6. **PUBLICITY.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Verisys shall not be valid unless obtained from a Verisys corporate officer.

7. **PERFORMANCE.** Verisys will use reasonable efforts to deliver the Verisys Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Verisys Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that Verisys obtains its data from third-party government and private sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Verisys for the accuracy or completeness of information supplied through the Verisys Services derived from third-party government and private sources. Customer understands that Customer may be restricted from accessing certain Verisys Services which may be otherwise available. Verisys reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Verisys Services. In the event that Verisys discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Verisys will, at Customer's option, issue a prorated credit to Customer's account.

8. **PRICING SCHEDULE.** Verisys agrees to provide the services requested by Customer for the fees listed in Part 4 of this Agreement, the Schedule A ("Schedule A"). The fees listed on Schedule A may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. Verisys is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference. Verisys Services pricing information is considered confidential, proprietary and intellectual property and protected by the terms and conditions set forth in Part 2, Paragraph 4.

9. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services obtained through Customer's user identification names and or numbers ("User ID") whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by Verisys or who obtains the User ID by or through a break-in or unauthorized access of the offices, premises, records or documents of Verisys. Customer shall pay to Verisys the fees incurred for the use of the Verisys Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date unless stated otherwise in the attached Schedule A.

10. **PAYMENT DISPUTES.** Customer agrees to pay Verisys for Services rendered the amounts set forth in the attached Schedule A within thirty (30) days after the receipt of an invoice from Verisys. If Customer disputes any fee, expense, or other charge, Customer will promptly provide Verisys with notice of such dispute. Customer and Verisys will use their best efforts to resolve the dispute within ninety (90) days. Customer will provide Verisys with copies of all supporting documentation relating to the dispute within thirty (30) business days after Customer has provided written notification to Verisys. Such amount (or such amount as may be ultimately determined to be correct) shall not be due until thirty (30) days

after the dispute is resolved and in no event earlier than the original invoice due date. The existence of a good faith billing dispute shall not constitute valid ground for non-performance hereunder, except only as to the payment of the amount in dispute or if the dispute cannot be resolved to the satisfaction of Verisys, at its sole discretion, within ninety (90) days.

11. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which Verisys is providing services for Customer (the "Term"); provided, however, that any term provided on Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as Verisys is providing services for Customer.

12. **TERMINATION.** Except where the Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this agreement at any time for any reason. Verisys may terminate this Agreement (i) in the event Customer fails to make payments required under this Agreement; (ii) commits a material breach of any of its obligations concerning scope of use or the protection of Verisys Services or the intellectual property of Verisys; (iii) or materially breaches any of its other obligations under any provision of this Agreement, which breach is not remedied within thirty (30) days after notice thereof by Verisys to Customer; (iv) the Customer attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement to another party without the written consent of Verisys; and, (v) the customer becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws. Upon termination, there is nothing due from Customer to Verisys beyond any fees due at the date of termination, and both parties are relieved of any further obligations contained in this Agreement except for those that by their nature survive or may require performance after termination, specifically, but not limited to, Verisys intellectual property rights, indemnity, confidentiality and data retention and or destruction. Upon termination of this Agreement, Customer's license to use Verisys Services shall terminate and Customer shall pay Verisys all fees due through the effective date of such termination. Unless otherwise specified herein or otherwise agreed in writing, all fees collected or accrued prior to the date of such termination shall be retained by Verisys without any pro-rata refund to Customer.

13. **GOVERNING LAW.** THIS AGREEMENT, AND ALL OTHER ASPECTS OF THE BUSINESS RELATIONSHIP BETWEEN VERISYS AND THE CUSTOMER, IS CONSTRUED, INTERPRETED, AND ENFORCED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA, FAIRFAX COUNTY, WITHOUT REGARD TO CHOICE OF LAW PROVISIONS.

14. **ASSIGNMENT.** The license granted pursuant to this Agreement to Customer to use the Verisys Services may not be assigned by Customer, in whole or in part, without the prior written consent of Verisys. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.

15. **WARRANTIES/LIMITATION OF LIABILITY.** Neither Verisys, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Verisys, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "Verisys") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Verisys Services) for any loss or injury arising out of or caused in whole or in part by acts or omissions by Verisys in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Verisys Services. Verisys does not make and hereby disclaims any warranty, express or implied, with respect to the Verisys Services provided hereunder. Verisys does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Verisys Services or information provided therein. Verisys shall not be liable to any Customer for any and all losses, claims, damages, or liabilities of any kind except in instances of gross negligence or willful or intentional misconduct. In no event shall Verisys be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.

17. **SURVIVAL OF AGREEMENT.** Provisions, such as, but not limited to, hereof related to security, confidentiality, Verisys intellectual property rights, warranties, limitations of liability, indemnity, payment, data retention and or destruction and audit shall survive any termination of the license to use the Verisys Services.

18. **AUDIT.** Customer understands and agrees that Verisys may conduct periodic reviews of Customer's use of the Verisys Services and may, upon written notice, audit Customer's records, processes and procedures related to Customer's use, storage, disclosure and disposal of Verisys Services and information received therefrom. Verisys has the explicit right to audit all books and records of Customer relating to performance by Verisys under this Agreement upon thirty (30) days written notice. During the term hereof and for a period of seven (7) years thereafter, Customer must maintain its books and records in a manner that facilitates a full and complete review of Customer's performance under the terms and conditions of this Agreement. At the option of Verisys, audits may be conducted (a) by Verisys or its third-party designee, and (b) at Customer's offices or at a different location specified by Verisys, in which latter case Customer must deliver copies of all applicable books, records and files to that location. Verisys and Customer will each bear their own costs associated with the audits. Customer agrees that any information learned during the course of any audit conducted by Verisys is considered Confidential Information and subject to the provisions of Section 4 herein. Customer agrees to cooperate fully with any and all audits. Violations discovered in any review and/or audit by Verisys will be subject to immediate action including, but not

limited to, suspension or termination of the license to use the Verisys Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

19. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to Verisys Services on Customer's obligations under this Agreement, including but not limited to, the licensing requirements and restrictions under Part 3 Section 2 and the security requirements of Section 3. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to Verisys Services no less than annually. Customer shall keep records of such training.

21. **TAXES.** The charges for all Verisys Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

22. **CUSTOMER CHANGE.** Customer shall notify Verisys immediately of any changes to the information on Customer's Application for the Verisys Services. Verisys reserve the right to terminate Customer's access to the Verisys Services or terminate the license to use the Verisys Services without further notice upon receipt of any change in Customer's status which in the sole discretion of Verisys would cause Customer to be unable to comply with its obligations under this Agreement.

23. **RELATIONSHIP OF PARTIES.** None of the parties shall at any time represent that they are the authorized agents or representatives of the others.

24. **CHANGE IN AGREEMENT.** By receipt of the Verisys Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Part 3, Section 2 herein, changes in pricing, and changes to other provisions of this Agreement as Verisys shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement.

25. **INDEPENDENT COUNSEL.** Verisys and Customer each expressly represent and warrant to the other that each has relied solely and exclusively on its own judgment and the advice of its own attorneys in entering into this Agreement, and that no representative or agent of the other has made any statement or representation to it beyond those in this Agreement that have induced signing of this Agreement.

26. **AUTHORIZATION.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the party he/she represents. Upon request, each party must provide a Certified Resolution or Certificate of Authority authorizing the undersigned to enter into and sign this Agreement.

27. **NOTICES.** All notices under this Agreement must be in writing and must be given by either party by prepaid mail, overnight courier service, or hand delivery to the other party as follows:

Verisys Corporation:

Government Management Services, Inc.
Attn: Office of the Chief Operating Officer
4817-B Eisenhower Avenue
Alexandria, Virginia 22304

Attn: Law Department
Government Management Services, Inc.
4817-B Eisenhower Avenue
Alexandria, Virginia 22304

Customer: To the PRIMARY ADMINISTRATOR as listed in Part 1, Section C above and any additional parties as listed below.

Either party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other party in accordance with the foregoing.

28. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of the Verisys Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by Verisys unless Verisys agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application.

AUTHORIZATION AND ACCEPTANCE OF TERMS

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PART 4: SCHEDULE A

A. SCHEDULE A TERM.

OPTION 1: Subscription Only: The term of this Agreement is at-will or the term of this agreement is one (1) year commencing on _____, 2009 and subject to the Terms and Conditions of this Agreement. This Agreement will automatically renew at the end of the initial term for successive one-year periods unless Customer provides Verisys ninety (90) days notice prior to the end of the term, in writing, that Customer desires to terminate the Agreement. It is agreed that either party may terminate this Agreement immediately upon written notice to the other party after the initial term of one (1) year.

OPTION 2: Term and Volume Commitment: The term of this Agreement is _____ year(s) commencing on _____ and subject to the Terms and Conditions of this Agreement. This Agreement will automatically renew at the end of the initial term for successive one-year periods unless Customer provides Verisys ninety (90) days notice prior to the end of the term, in writing, that Customer desires to terminate the Agreement. It is agreed that either party may terminate this Agreement immediately upon written notice to the other party after the initial term of _____ years.

B. SCHEDULE A PRICING AND PAYMENT TERMS. Base pricing for products and services is fixed for subscription only Agreements.

NOT APPLICABLE UNLESS OPTION 2 IS CHECKED ABOVE: For Option 2 Term and Volume Commitment Customers, discounts are based on annual search volume and term commitments. The minimum term is one year for all non-subscription only contracts. For ongoing monitoring the minimum search frequency is quarterly. For OPTION 2 Customer’s volume estimates are used to determine discount levels and Customer hereby warrants that the volume estimates provided are true and correct and provided in good faith by Customer. The Customer represents their search volumes are as follows:

	Estimated Annual Volume:	Current:	Annual New Records:	Annual Volume:	Level 1	Level 2	Level 3	Ongoing Monitoring, Level _____
1	Employees (All)							
2	Licensed Employees Only							
3	Non-Licensed Employees							
4	Facilities							
5	Affiliated or Privileged Professionals							
6	Vendors							
7	Blended Batch Population							
	Total:							

Customer agrees to pay the following fees for the Verisys Services as described in Section 2 of this Agreement or as modified in Part 4 Section B(1) below.

(1) Product:

- a.
- b.
- c.

d.

(2) Pricing:

a. Web (transactional, per input):

FACIS Level 1	\$	1.00
FACIS Level 2	\$	2.00
FACIS Level 3	\$	5.00

- b. Batches:
- c. Ongoing Monitoring:
- d. XML:
- e. Other:

NOT APPLICABLE UNLESS OPTION 2 IS CHECKED ABOVE: For term and volume commitments, Option 2, Customer understands and agrees that discounts are based on minimum volume commitments. Failure to meet the minimum volume commitment, while benefiting from the discounts, will result in an end-of-year payment of the difference between the minimum commitment price and the billed amount for the contract year. Customer understands and hereby acknowledges that the annual minimum for this contract is: \$_____00.

NOT APPLICABLE UNLESS OPTION 2 IS CHECKED ABOVE: For term and volume commitments, Option 2, under a fixed or flat fee pricing arrangement, if applicable, Customer hereby agrees to pay the monthly amount due against the full annual fee amount as stated in this Schedule A above or as appended after each succeeding year of this Agreement, and incorporated by reference herein, annually as an Amendment to this Schedule A. The price agreed upon herein will remain fixed for the first twelve (12) months of the Agreement unless the volume exceeds 1.2 times the annual volume stated above. In the first twelve months Verisys allows for a volume variability of 20%; any transactions in excess of 20% of the stated annual volume above will be billed to the Customer at the then established price for the product based on the volume and term of the Agreement. Thereafter, the contract pricing will automatically readjust to the appropriate pricing tier for the succeeding twelve month period. Verisys will notify the customer of any pricing changes within thirty (30) days prior to any adjustment. Therefore, Customer acknowledges that readjustments are based on data usage numbers for less than the prior full twelve (12) month period.

(3) Payment: All charges incurred by Customer together with applicable taxes, are payable within thirty (30) days of receipt of the Verisys invoice. A late payment charge of 1.5% per month, compounded monthly, shall apply to any payment due from Customer that is in arrears for a period exceeding sixty (60) days.

C. SERVICE LEVELS TERMS.

(1) Business License(s), Corporate Filing(s) and Tax Liabilities: Verisys is responsible for and does represent that it does comply with all federal, state, and local laws, rules, and regulations applicable to this Agreement or to the performance thereof as it relates to licensing, regulatory filings and taxes.

(2) Compliance: Verisys is responsible for and does represent that it will comply with all federal, state, and local laws, rules, and regulations applicable to this Agreement or to the performance thereof. Without limiting the generality of the foregoing, Verisys covenants that Verisys is in full compliance with the immigration laws of the United States and current Department of Health & Human Services, Office of Inspector General guidance related to ineligible persons or entities specifically relating to Verisys employees, contractors or subcontractors assigned by Verisys to perform services on behalf of the

Customer. Verisys further certifies that all Verisys employees are authorized by law to work in the United States, and that Verisys employees have presented documentation to Verisys that establishes both identity and work authorization in accordance with applicable immigration regulations. Verisys certifies that to the best of its knowledge, information and belief, after due inquiry, the documentation presented to Verisys is genuine and accurate. Verisys further certifies that Verisys complies with all federal, state and local labor and employment laws, and wage and hour laws, as these laws may relate to Verisys employees performing services on behalf of Customer.

(3) Insurance Coverage: Verisys maintains a Business Owners Policy with Business Liability Coverage, Workers' Compensation Insurance for the appropriate statutory limits by jurisdiction and a technology and Internet E&O policy. Policies obtained are from "A-/IX" or greater rated companies by A. M. Best through our broker of record: Diversified Insurance Industries, Inc.

(4) Data Currency: Verisys aggregates data from thousands of official primary sources. This number changes as new sources are added or existing sources are deleted if an entity no longer publishes as a result of regulatory or other governmental changes. Customer acknowledges source update schedules vary widely. Verisys updates as soon as reasonably possible after public publication, generally within 15 business days (three weeks) from the date the record was made public. Exceptions to that schedule are as follows: the release date is the date the data is made public, but the data is released via the U.S. Mail or other delivery services, this would change the schedule to fifteen (15) days after receipt of the data by Verisys or the data that is released is corrupted or unusable and Verisys must make additional inquiries or requests in order to obtain said data in a usable form. Verisys commits to the following service level relative to data currency: Verisys will update the data, barring any data quality issues or unforeseen circumstances related to the release of said data, no later than thirty (30) business days after its first official public publication or release and its receipt by Verisys. A press or news release or any other informal non-official release, by any means, of information does not constitute publication or release under this Agreement. Customer understands there are instances where a finding or decision or information is created by a publishing entity and publication of said finding or decision or information is delayed for some reason not within the control of Verisys and even though the finding or decision or information date of record is, for example 1/2/200_, the finding or decision or information may not get published until some later date, say, for example, 6/1/200_. Verisys is not responsible nor makes any assertions, claims, representations or warranties on data currency in instances where there is a delay or lag between the finding or decision date and release date. Verisys is not responsible nor makes any assertions, claims, representations or warranties on data currency in instances where Verisys has no control over the release of such information to the public. Verisys makes a commercially reasonable effort to assure that Verisys is current on data releases as well as changes in the publication of data, including new sources, however Verisys does not make any assertions, claims, representations or warranties that Verisys has data from every possible publishing source from every jurisdiction. The Drug Enforcement Agency ("DEA") controlled substances registrant data is released weekly by the National Technical Information Service, U.S. Dept. of Commerce ("NTIS") and Verisys loads said data within thirty (30) days of receipt. The DEA retired registrant data is released monthly by NTIS and Verisys loads said data within thirty (30) days of receipt. The Social Security Number – Death Master File is released monthly by NTIS and Verisys loads said data within thirty (30) days of receipt. The National Provider Identifier ("NPI") data is released on an irregular schedule by CMS and the Department of Health & Human Services as developed by the National Plan and Provider Enumeration System ("NPES") and hosted by Fox Systems, Inc., Verisys loads said data within thirty (30) days of release.

(5) Turnaround or Response Times:

a. Internet: The median (in any given rolling thirty (30) day period) response time is less than or equal to five (5) seconds from the time the request is received at our network switch.

b. Batch: Seven (7) business days.

c. XML: The median (in any given rolling thirty (30) day period) response time is less than or equal to five (5) seconds from the time a single record (not a batch of records) request is received at our network switch.

(6) Uptime and Service, System Availability: 97%, excluding maintenance periods. Service availability is defined as: $\frac{\text{hours in a month} - \text{outage hours in a month}}{\text{hours in a month}} \times \text{guaranteed uptime percentage}$. Verisys will provide seven (7) day prior notification via e-mail or online banners, at the sole discretion of Verisys, of any scheduled maintenance event. Maintenance events will be generally limited to Saturdays, Sundays and Holidays between 12:01 AM and 11:59 PM Eastern Time, whether spanning a Saturday through Sunday or for a single weekend day and business days between 12:01 AM and 5:00 AM Eastern Time. Maintenance events may be scheduled for other times at the sole discretion of Verisys. Scheduled maintenance outages shall be limited to forty-eight (48) hours for any single event and no more than ninety-six (96) hours in any given month. Maintenance periods and the following are not considered to be system, service or uptime interruptions: interruptions due to acts of nature, large area power grid failures, large area network failures, large scale network DDoS attacks, large scale domain name service server attacks or any large scale coordinated effort by terrorists, hackers or those engaged in any other criminal act designed to cripple a power grid or computer network.

(7) Customer Service Response Times: The Verisys Customer Service team will respond to service incidents that affect multiple users (greater than 10) within eight (8) business hours, resolve the problem within twenty-four (24) business hours, and update status to the affected users every eight (8) business hours. Verisys will respond to service incidents that affect individual users within twenty-four (24) business hours, resolve the problem within seventy-two (72) business hours, and update status every business day. Verisys will respond to non-critical inquiries within seventy-two (72) business hours, resolve the problem within ten (10) business days, and update status every business week. A noncritical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly. Noncritical inquiries may result in no change in service or delivery; any changes made are at the sole discretion of Verisys.

(8) Problem Resolution: The Customer Service “800” line acts as a central point of contact for all technical support, including hardware and software questions and consulting, installations, networking, network connection requests, and troubleshooting. Customers may submit requests online, by sending e-mail to customerservice@facis.com or customerservice@govmgt.com or by calling 800.718.5753. Please note that phone support is limited to business hours EST/EDT, from 8:00 AM to 5:00 PM, Monday through Friday, except when the Company is closed due to holidays (Verisys follows the U.S. Government holiday schedule, see http://www.opm.gov/Operating_Status_Schedules/fedhol/index.asp), administrative closings, or inclement weather. Requests can be submitted online or by e-mail 24 hours a day. Before contacting customer service users should explore help that is readily available online. When such online help has been exhausted and assistance is needed, then the users should contact customer service through one of the methods described above. When contacting customer service, users must provide the following information: complete contact information (first and last name, company, department, and phone number), the type of computer on which the user is experiencing the problem (for example: Dell or Macintosh, Desktop or Laptop), the operating system (for example: Mac OS X, Windows 2000, XP or Vista) and a clear and specific description of the problem or request, including information regarding any error messages the user may have received.

D. USERS. Please provide the following information on your users, Verisys will issue User Identifications (UID(s)) and passwords and provide the information to the users in two e-mails, one containing the UID(s) and one the password(s).

	Last Name:	First Name:	MI:	Title:	Direct Dial Telephone:	E-Mail Address:	Location: (see #4 below)	Billing Group: (see #4 below)
1.								
2.								
3.								

4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								

E. LOCATIONS and BILLING GROUPS: Does your organization have multiple locations or billing groups? Yes No If yes, please list of each location and the location Administrator data.

Location _____ or Billing Group _____ (Note: For all additional locations or billing groups either cut and paste this table or copy/print and complete this page for each location or billing group.)

Primary Administrator:	
Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	
Secondary Administrator:	
Name:	
Street Address:	
City:	
State:	
Zip+4:	
Telephone:	
Fax:	
E-Mail Address:	

For: _____

Name

Title

Signature

Date