



PrideRock
Holding Company, Inc.

SOFN Service Agreement

Project:

*SAFE™ System Outsourced Fingerprint Network
(SOFN)*

Prepared For:

*The School Board of Clay County
Nancy Racine
Director of Purchasing
900 Walnut Street
Green Cove Springs, FL 32043*

Revised on June 26, 2007 by:

*Mark A. Peterson
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770.736.7112*

SOFN SERVICE AGREEMENT

This **SERVICE AGREEMENT** (the "Agreement") is entered into as of the ____ day of _____, 200_ ("Commencement Date"), by and between **PrideRock Holding Company Inc.**, an Alabama corporation, d/b/a PRHC Systems located at 3525 Piedmont Road, Bldg 7, Suite 300, Atlanta, Georgia, 30305 ("PRHC"), and **The School Board of Clay County**, Florida located at 900 Walnut Street, Green Cove Springs, FL 32043, ("CUSTOMER") with reference to the following facts.

For good and valuable consideration, and intending to be legally bound hereby, PRHC and CUSTOMER hereby agree as follows:

ARTICLE 1. Application and Definitions. While in effect, this Agreement shall govern all products, services and transactions in which PRHC provides any data or information services to CUSTOMER, including but not limited to those services identified in Exhibit A ("PRHC Services" or "Services"). As used in this Agreement, the following terms shall have the respective meanings set forth below:

- 1.1 "Data" shall mean that information and those elements provided to PRHC by CUSTOMER, by and through employees, contractors or agents of CUSTOMER or by and through third parties from whom CUSTOMER has received express permission to have the Services performed, including but not limited to the specific information identified in **Exhibit A**, attached hereto and incorporated by reference herein.
- 1.2 "SAFE™ System" shall mean Secure Automated Fingerprint Enrollment System.
- 1.3 "SAFE Server™" shall mean a client Server deployed at the Customer's location for processing SAFE™ System fingerprint transactions.
- 1.4 "SOFN" shall mean SAFE™ System Outsourced Fingerprint Network, an outsourced fingerprinting solution administered by PRHC using third party vendors
- 1.5 "SOFS" shall mean SAFE™ System On-Site Fingerprint Service, an on-site fingerprint service administered by PRHC using third party contracts that come onto the Customer's location to provide fingerprint services.
- 1.6 SAFEWeb™ shall mean a configurable web-based fingerprint registration application.
- 1.7 SAFEAdmin™ shall mean a configurable web-based employee and vendor fingerprint registration and submission tracking and reporting application.
- 1.8 "Third Party Processor" means any individual or business authorized by CUSTOMER to receive data or information produced as a result of the provision of Services in order to perform additional processing services including, i.e., Florida Department of Law Enforcement (FDLE).

ARTICLE 2. Scope of Services.

- 2.1 **Performance of Services.** In the performance of Services for CUSTOMER hereunder, PRHC shall perform in a prompt and timely manner and use commercially reasonable efforts to complete such Services in accordance with the agreed upon processing schedule. PRHC shall devote such time,

attention and care to the performance of such Services as PRHC devotes to the normal and regular performance of Services for PRHC clients generally. PRHC shall have the right to employ such methods and procedures in the performance of Services as PRHC shall deem appropriate and have the right, in its sole discretion, to refuse to perform Services for CUSTOMER where the performance of Services by PRHC would adversely reflect on PRHC's reputation or integrity.

PRHC will comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, by certifying that the PRHC and all of its employees, its subcontractors and their employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the CUSTOMER in advance of the PRHC providing any services on campus while students are present. The PRHC will bear the cost of acquiring the background screening, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PRHC and its employees. PRHC will provide CUSTOMER a list of its employees and subcontractors and their employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. PRHC will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. PRHC agrees that in the event the PRHC or any employee, subcontractor or subcontractor employee who the PRHC has certified as completing the background check and meeting the statutory standards then is arrested for of any disqualifying offense, the PRHC will notify CUSTOMER within 48 hours of such.

The parties agree that in the event that PRHC fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling CUSTOMER to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. PRHC agrees to indemnify and hold harmless CUSTOMER, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from PRHC's failure to comply with the requirements of this paragraph or Sections 1012.32, 1012.465, 102.47, and 1012.48 Florida Statutes.

- 2.2 Computer Media Specifications; Regeneration of Data. In connection with any Services requiring computerized Data to be supplied by CUSTOMER, all such Data shall be delivered to PRHC at CUSTOMER's expense, and shall be submitted in a format and upon such computer media as will meet PRHC' computer processing specifications. CUSTOMER shall maintain one (1) usable copy of all computerized Data of CUSTOMER as supplied to PRHC in order to enable PRHC to regenerate such Data. In the event of loss, damage or destruction to any Data of CUSTOMER while in PRHC's possession or control, PRHC's liability shall be limited to the cost of regeneration of such Data utilizing the CUSTOMER's copy of such file.
- 2.3 Nonconforming Services; Review of Results. PRHC shall perform the Services hereunder in accordance with the terms of this Agreement and at PRHC' expense, correct any material nonconforming Service where the nonconformity results solely from errors on the part of PRHC. CUSTOMER shall review and approve results provided by PRHC and immediately inform PRHC in writing of any nonconformance. Where PRHC is not informed of nonconformance, PRHC shall be entitled to assume the results are correct for the purpose of completing the Services under this Agreement, and shall not be liable for the cost of correcting any nonconformance approved in error. PRHC shall use all reasonable resources to reschedule the nonconforming Services so as to ensure the completion on or before the scheduled completion date for the Services. CUSTOMER's failure to give PRHC written notice of nonconforming Services within thirty (30) days after learning of the nonconformity shall constitute final acceptance of the Services by CUSTOMER.

- 2.4 Representations and Warranties. CUSTOMER represents and warrants that (a) it has obtained proper agreement or approval for the use and re-use of Data prior to the delivery of such Data to PRHC, including but not limited to the express written consent, upon a PRHC approved consent form of CUSTOMER's employees, contractors, agents or third parties to use Data to provide the Services; (b) use of the Data will not violate, conflict with or infringe on any rights of any other person or entity (including without limitation any contractual, intellectual property, privacy or other rights); (c) the provision of the Data does not and will not violate any applicable governmental law, statute, rule, regulation or ordinance.

PRHC shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes pertaining to Breach Disclosure as defined therein. "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (1) Social Security Number; (2) Driver's license number or Identification Card number; and (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. PRHC will notify any and all applicants in writing in the event unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. PRHC shall make the Breach Disclosure in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement.

- 2.5 Use of Data. PRHC shall instruct all of its employees and contractors having access to the Data regarding the restrictions contained in this Agreement and shall initiate appropriate security measures to prevent the accidental or otherwise unauthorized use or release of the Data. PRHC, its affiliates, subcontractors and partners will not own, use or retain any copies of the CUSTOMER'S Data to perform commercial services without the CUSTOMER's prior written consent. PRHC will only retain the CUSTOMER's Data for the required length of time needed to complete any and all transactions requested by the CUSTOMER.

- 2.6 Use of Services. CUSTOMER's use of Services shall be limited to conducting criminal background checks and verification of the identification of individuals who have given their express written consent to have such Services performed for licensing/securities registration purposes. CUSTOMER shall keep all data, information and reports generated as a result of the provision of Services, whether oral or written, strictly confidential and, except as required by law, reveal information from reports only to such individual or a person whose duties require him or her to participate in the decision for the transaction for which the Service was ordered and shall initiate appropriate security measures to prevent the accidental or otherwise unauthorized use or release of any information. Under no circumstances shall CUSTOMER attempt, directly or indirectly, to discover or reverse engineer any processes or criteria developed or used by PRHC in performing Services.

- 2.7 Use of Third Party Processor. In the event CUSTOMER utilizes the services of a Third Party Processor, CUSTOMER will identify such processor to PRHC and, if requested by PRHC, obtain from the processor and deliver to PRHC an agreement subjecting the processor to terms no less restrictive than those contained herein.

- 2.8 Retained Ownership. CUSTOMER acknowledges that PRHC has expended substantial time, effort and funds to develop the SAFE™ System which are the subject of this Agreement. Nothing contained in this Agreement shall be interpreted to convey to CUSTOMER or to any other party any right, title or interest in the Services, including any patent, trademark, servicemark, copyright or other proprietary right. In performing Services hereunder, PRHC will utilize certain computer programs, software, firmware, hardware, systems, know-how, processes, algorithms, specifications, instructions, test procedures, manuals, equipment and other tangible and intangible property, which are either proprietary to PRHC or received by PRHC from third parties and with respect to which there is an obligation on the part of CUSTOMER not to disclose the same to others (collectively referred to as

“Proprietary Property”). Nothing contained in this Agreement shall be deemed to convey to CUSTOMER any right, title or interest in such Proprietary Property, other than the specific rights granted herein. PRHC shall not be restricted in any manner, under the terms of this Agreement, from using or disposing of the Proprietary Property in performing services for others (irrespective of whether such services are similar or identical to the services performed hereunder), or in licensing, sublicensing or otherwise utilizing the PRHC Proprietary Property. Neither party will use, or permit their respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent. Subject to all other terms of this Agreement, PRHC grants CUSTOMER a non-exclusive, non-transferable, royalty free limited license to the SAFE™ System application software, user, installation, and training guides, and any supplemental training materials provided by PRHC to CUSTOMER. CUSTOMER shall return the SAFE™ System application software, user installation, and training guides, and supplemental training materials within ten (10) days of the termination of this Agreement or upon the request of PRHC. CUSTOMER shall remain solely liable for the maintenance and support of any software or hardware furnished by CUSTOMER or third parties.

2.9 **Right to Sub-Contract.** PRHC may subcontract the performance of any or all of the Services to be rendered in accordance with this Agreement. In the event that PRHC's relationship with a subcontractor providing Services is terminated or a subcontractor fails to perform any obligations under any project hereunder, PRHC may subcontract the performance of the Services to another subcontractor, with the prior approval of Client.

2.10 PRHC will invest up to two hundred and fifty (250) person hours toward the design, development and configuration of the Customer's Instructional and Non-Instructional SAFEWeb™ and SAFEAdmin™ web applications. After the delivery SAFEWeb™ and SAFEAdmin™ web applications into a production, all enhancements will be at additional cost to the Customer.

ARTICLE 3. Payment.

3.1 **Payment Terms.** CUSTOMER will pay PRHC:

- (a) The SOFN transaction fee of Sixty-Seven Dollars and 00/100 (\$67.00) per existing instructional or non-instructional and initial new hire of substitute cafeteria and substitute custodian Customer employee as set forth in the revised Exhibit B for each fingerprint submissions processed through the SOFN. PRHC shall bill the Customer monthly for all fingerprint submissions processed through the SOFN;
- (c) The SOFS Onsite Fingerprint premium of \$5.00 per applicant. PRHC shall waive the \$5.00 SOFS premium for all SOFS sessions where two hundred (200) or greater fingerprint records are registered and submitted;
- (c) In the event that stored fingerprint records are resubmitted as part of the Re-Registration process, PRCS will charge a Ten Dollar and 00/100 (\$10.00) re-submission fee.

CUSTOMER'S NEW INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES, CUSTOMER'S VENDOR and/or VENDOR EMPLOYEES will pay PRHC:

- (d) The SOFN transaction fee of Sixty-Seven Dollars and 00/100 (\$67.00) per applicant as set forth in Exhibit B for each vendor fingerprint processed through the SOFN;

- (e) The SOFN Photo capture fee of Five Dollars and 00/100 (\$5.00) per photo captured as set forth in Exhibit B for each vendor fingerprint processed through the SOFN;
- (f) The SOFN badge fee of Five Dollars and 00/100 (\$5.00) per photo captured as set forth in Exhibit B for each vendor fingerprint processed through the SOFN;
- (g) The SOFS Onsite Fingerprint premium of \$5.00 per applicant. PRHC shall waive the \$5.00 SOFS premium for all SOFS sessions where two hundred (200) or greater fingerprint records are registered and submitted;
- (h) In the event that stored fingerprint records are resubmitted as part of the Re-Registration process, PRCS will charge a Ten Dollar and 00/100 (\$10.00) re-submission fee.

A. Under the terms SAFEPlus™ System Agreement, PRHC agrees to initially deploy Two (2) Fixed SAFEPlus™ OutSourced Fingerprint Network (SOFN) Service Centers within the Customer's district boundaries. The initial number of SOFN Service Centers is contingent on the CUSTOMER submitting a minimum of Three Hundred (300) annual transactions through each SOFN Service Center in a twelve (12) month period. In the event the Customer fails to meet its projected transaction volume, PRHC reserves the exclusive right to reduce the number of deployed SOFN Service Centers to meet the Customer actual annual volume ("System Volume Review"). PRHC will provide the Customer with a copy of the System Volume Review analysis and a thirty (30) day notice prior to the removal of any SOFN Service Center locations.

B. PRHC will collect payments from the THE CUSTOMER'S NEW INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES, vendor and/or vendor employees on the SAFEWeb website. Vendors and/or Vendor employees will have the option to pay using the following methods: (i) Credit Card, (ii) Electronic Check; and (iii) paper check. In the event the CUSTOMER Applicant, Vendor and/or Vendor employee selects the paper check option, PRHC will hold the fingerprint transaction on the PRHC server until the check clears. Should the check clear, the prints will be submitted to FDLE. PRHC will make the same payment options available to vendors and/or vendor employees for FDLE annual renewals and FDLE Re-Registration.

C. If the CUSTOMER APPLICANT, Customer's VENDOR and/or VENDOR EMPLOYEES check fails to clear in accordance with the foregoing terms, the Customer, CUSTOMER'S VENDOR and/or VENDOR EMPLOYEES shall also pay all fees associated with the rejected check plus the face value of the check. CUSTOMER applicant, CUSTOMER'S VENDOR and/or VENDOR EMPLOYEES' obligation to pay the invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim. Where PRHC has to refer unpaid amounts to a collection agency, costs of collection shall be paid by CUSTOMER APPLICANT, CUSTOMER'S VENDOR and/or VENDOR EMPLOYEES in addition to all other amounts owed.

D. PRHC shall bill the CUSTOMER monthly for all existing instructional and non-instructional CUSTOMER employees submissions. PRHC's invoices will be deemed to be correct and acceptable to the CUSTOMER unless CUSTOMER advises PRHC of disputed items within ten (10) days of their receipt. Payments shall be made to PRHC in accordance with the Florida Prompt Payment Act for all PRHC services. If CUSTOMER fails to pay any invoice in accordance with the foregoing terms, CUSTOMER shall also pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by the law. CUSTOMER'S obligation to pay the invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim. Where PRHC has to refer unpaid amounts to a collection agency, costs of collection shall be paid by CUSTOMER in addition to all other amounts owed.

- 3.2 Required Minimums. None.
- 3.3 Taxes. Where applicable, PRHC shall collect all federal, state, local and other taxes including, but not limited to, sales, use, privilege and property taxes, or amounts levied in lieu thereof, in addition to the Tier One (1) pricing fee charged to the CUSTOMER's applicants.

ARTICLE 4. Warranties; Disclaimer; Limitation of Liability Indemnification.

- 4.1 Because the PRHC Services involve conveying and/or disseminating information provided to PRHC by other sources, neither PRHC nor its suppliers can or will, for the fee charged for the PRHC Services, be an insurer or guarantor of the accuracy or reliability of the PRHC Services. NEITHER PRHC NOR ITS SUPPLIERS GUARANTEES OR WARRANTS, EITHER EXPRESSLY OR BY IMPLICATION, THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRHC SERVICES. PRHC EXPRESSLY DISCLAIMS ANY LIABILITY RELATING TO THE ACCURACY OR RELIABILITY OF THE DATA OR INFORMATION PROVIDED IN CONJUNCTION WITH PRHC SERVICES OR INACCURACIES OR ERRORS CAUSED, IN WHOLE OR IN PART, BY SOFTWARE OR HARDWARE PROVIDED BY CUSTOMER AND/OR THIRD PARTIES.
- 4.2 In using PRHC Services provided hereunder, each party shall comply with all applicable federal, state, and local statutes, regulations, and rules from time to time in effect during the term of this Agreement, including, without limitation, the Fair Credit Reporting Act, 15 U.S.C., Section 1681 et seq. ("FCRA"), the Gramm-Leach-Bliley Act, 15 U.S.C., Section 6801 et seq. ("GLBA"), corresponding state credit reporting and privacy statutes and substantive regulations promulgated under such statutes (collectively referred to herein as "Laws"), except as provided in that certain Florida Department of Law Enforcement Criminal Justice Information Services Criminal History Record User Agreement with Local School Districts for Non-criminal Justice Purposes (attached herein as Exhibit D) dated May 11, 1998 by and between the Florida Department of Law Enforcement and The School Board of Clay County ("FDLE Record User Agreement").
- 4.3 Limitation of Remedies. PRHC's sole liability hereunder, as PRHC may elect in its sole discretion, regardless of the form of action, will be PRHC's reperformance of nonconforming PRHC Services, the refund of any fees CUSTOMER has paid for such nonconforming PRHC Services, or for certain costs mutually agreed to by PRHC and CUSTOMER resulting from nonconforming PRHC Services. If, notwithstanding the above, liability is imposed on PRHC, then CUSTOMER agrees that the total liability of PRHC for any or all of CUSTOMER's losses or injuries from the acts or omissions of PRHC under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount of fees paid by CUSTOMER to PRHC under this Agreement during the preceding twelve (12) month period. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PRHC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF PRHC IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.
- 4.4 Indemnification of PRHC. CUSTOMER will assume liability to the extent allowed by Section 768.28 Florida Statute if for any and all liabilities, damages, losses, claims, costs, and expenses (including court costs and excluding reasonable attorney's fees) arising out of or resulting from (i) a failure to observe any use restriction set forth herein; (ii) any claim alleging that CUSTOMER violated the legal rights of a third party by supplying PRHC with Data; and (iii) any misrepresentation or breach of any warranty, covenant or agreement made by CUSTOMER herein. CUSTOMER shall use reasonable commercial efforts to at all times keep PRHC reasonably apprised of the status of any such actions. This indemnification shall survive the termination of this Agreement.

4.5 Indemnification of CUSTOMER. PRHC will indemnify, defend, and hold CUSTOMER harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from any misrepresentation or breach of any warranty, covenant or agreement made by PRHC herein. PRHC shall use reasonable commercial efforts to at all times keep CUSTOMER reasonably apprised of the status of any such action. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. Term; Suspension; Termination.

- 5.1 Term. (a) This SOFN Service Terms shall remain in force for a minimum period of one (1) year from the Commencement Date and will continue thereafter unless otherwise specified in the Agreement or terminated by either party upon giving ninety (90) days prior written notice.
- 5.2 Any party may terminate this Agreement and such termination shall be effective ninety (90) days after the terminating party sends written notification to the other party
- 5.3 This Agreement and any applicable Agreement may be terminated by PRHC immediately upon written notice to CUSTOMER if CUSTOMER fails to make any payment hereunder when due or, if in PRHC's reasonable judgment, any PRHC Services provided to CUSTOMER are being used or disclosed contrary to the terms of this Agreement.
- 5.4 Termination of this Agreement for any reason shall not relieve CUSTOMER of its obligation to pay for any Services performed or provided by PRHC under this Agreement, including without limitation the pro rata portion of the Minimum requirements hereunder.
- 5.5 Change in Laws. CUSTOMER understands and agrees that if any laws are enacted, modified or terminated such that PRHC loses the right to provide any Service described in this Agreement, either in whole or part, then PRHC shall have the right, in its sole discretion, to immediately cease delivery of the affected Service without such action constituting a breach of this Agreement.

ARTICLE 6. Miscellaneous.

6.1 Notices. All notices required by this Agreement must be given in writing and delivered personally or sent to each party at the addresses set below by certified or registered mail, return receipt requested or other accountable means such as Federal Express or UPS. Either party may, from time to time, change its address as set forth above by notifying the other party of its new address in writing. Notices are effective upon receipt.

(a) If to CUSTOMER:

 _____, _____
 Attention: General Counsel

(b) If to PrideRock Holding Company, Inc. d/b/a:
 PRHC Systems

 3525 Piedmont Road
 Bldg 7, Suite 300
 Atlanta, GA 30395
 Attention: General Counsel

- 6.2 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, except for its laws relating to conflicts of law.
- 6.3 Assignability. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.
- 6.4 Severability. It is intended that each Article of this Agreement shall be viewed as separate and divisible and in the event that any Article or portion thereof shall be held to be invalid, all of the remaining Articles shall continue to be in full force and effect.
- 6.5 Entire Agreement. This Agreement, the FDLE Record User Agreement together with the Exhibits attached hereto, constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The section and other headings in this Agreement are solely a matter of convenience for reference and are not a part of this Agreement.
- 6.6 No Agency. Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or principal/agent relationship as between the parties. Neither party shall have any right or authority to act for, or to assume, create or incur any obligation or liability of any kind, whether expressed or implied, against, in the name of, or on behalf of, the other party. Each party shall be fully independent in its business operations.
- 6.7 Survival. Following the expiration or termination of this Agreement, whether by its terms, operation of law or otherwise, the terms and conditions of Articles 2, 3 and 4 as well as any term, provision or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.
- 6.8 Modifications. This Agreement, or any Exhibits attached hereto, may be modified or amended only by a separate writing signed by both parties.
- 6.9 Waivers. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.
- 6.10 Promotional Release. CUSTOMER shall submit for PRHC's prior approval all advertisements, promotional or marketing material which names PRHC or refers to the use of PRHC Services. PRHC's approval shall be obtained prior to release or publication of such advertisements, promotional or marketing materials. PRHC' approval under this Section 6.10 shall not be unreasonably withheld.
- 6.11 Confidentiality. PRHC hereby identifies as proprietary and confidential any property or any other information disclosed to CUSTOMER hereunder ("Confidential Information"). CUSTOMER will take reasonable precautions to assure that all Confidential Information disclosed to it is held in strict confidence and disclosed only to those of their respective employees whose duties reasonably require access to such information. CUSTOMER shall take all measures reasonably necessary to protect the confidentiality of such information and limit use and access to such information to conform to the express terms of this Agreement, including, without limitation, establishing security procedures to prevent the accidental or unauthorized use, copying or disclosure of information and instructing its employees regarding its obligations under this Agreement. Each party will take suitable precautions to prevent loss, compromise, or misuse of any media containing third party information while in the possession of either party and while in transport between the parties.

PRHC agrees to hold in the strictest confidence, and not to use, to publish, or to disclose to any person, firm, or corporation without written authorization of the Board of CUSTOMER, any past, present, or future techniques, know-how, designs, drawings, processes, experimental and development work, methods of operation, inventions, trade secrets, developments, methods of developments, research activities and plans, prices, software, hardware, sales and CUSTOMER information, marketing strategies, CUSTOMER and prospect lists, CUSTOMER's agent information, and business and financial information relating to the business, products, practices and techniques of CUSTOMER or any of its affiliates, clients, consultants, or licensees, or any other secret, proprietary or confidential information concerning or relating to the business of CUSTOMER (collectively, "**Confidential Information**"). Confidential Information shall not include any information which (i) is or becomes in the public domain through no fault of the receiving party, (ii) was already known to the receiving party prior to disclosure by the disclosing party, (iii) is lawfully obtained from a third party under no obligation of confidentiality, (iv) is independently developed by the receiving party without any use of or reference to the Confidential Information of the disclosing party, or (v) is public record pursuant to Florida Law

Neither party shall at any time, either directly or indirectly, unless required in connection with the performance of its duties, use, publish, distribute, disclose or divulge to any other person, firm or corporation the Confidential Information of the disclosing party, or do any act which could impair, prejudice or destroy the goodwill of the other party. Nothing contained herein shall be construed to limit CUSTOMER from public disclosure in compliance with Florida public records laws.

This section of the Agreement shall survive the termination of the relationship between PRHC and CUSTOMER, irrespective of the reason therefore.

6.12 Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement if and to the extent such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, terrorism, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use reasonable commercial efforts to avoid or remove such causes of nonperformance and to complete performance whenever such causes are removed.

6.13 Audit. PRHC shall have the right, on its own behalf and on behalf of its suppliers, to audit CUSTOMER's use of the PRHC Services to assure compliance with the terms of this Agreement. CUSTOMER shall be responsible for assuring full cooperation with PRHC in connection with such audits and shall provide PRHC or obtain for PRHC access to such properties, records and personnel as PRHC may reasonably require for such purpose.

ARTICLE 7. Government Regulation.

7.1 EAR Compliance. CUSTOMER will comply with U.S. Export Administration Regulations ("EAR"), Executive Orders and foreign government regulations relating to exportation and/or importation of Services, Documentation, or Data (collectively, "Export Controls"). CUSTOMER will not export (directly or indirectly) re-export, divert or transfer and Documentation or any materials, items or technology related to the Services or related technical data or any direct product thereof to a destination, company or person restricted or prohibited by Export Controls. CUSTOMER represents that it is not such a company or person.

7.2 OFAC Compliance. CUSTOMER shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations and codes (including procurements of required permits or certificates) in CUSTOMER’s performance under this Agreement. CUSTOMER and CUSTOMER’s affiliates represent and warrant to PRHC that neither CUSTOMER nor any affiliate is identified, either by name or an alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Person” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (text available at www.treas.gov/offices/enforcement/ofac/). Further, CUSTOMER and CUSTOMER’s affiliates represent and warrant that they have not violated and agree that they will not violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13244 (text available at <http://www.treas.gov/office/enforcement/ofac/sanctions/terrorism.html>), or any similar law. The foregoing constitute continuing representation and warranties, and CUSTOMERS and CUSTOMER’s affiliate shall immediately notify PRHC in writing of the occurrence of any event or the development of any circumstances that might render the foregoing representation and warranty false, inaccurate or misleading. CUSTOMER agrees to indemnify PRHC for defend against and hold PRHC harmless from any loss or damage sustained because of CUSTOMER’s noncompliance under the Section.

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written.

**PrideRock Holding Company, Inc. d/b/a
“PRHC SYSTEMS”**

CUSTOMER

By (Print Name): Mark A. Peterson

By (Print Name):

Title: President & CEO

Title:

EXHIBIT A

SOFN/SOFS Services

PRCS shall provide:

PRCS will setup a SOFN solution that will perform the functions:

- PRHC will provide mobile services for fingering existing district employees at designated sites specified by the CUSTOMER.
- Deploy the SAFEPlus™ System in up at a minimum two (2) Service Center locations within the CUSTOMER'S school district. New Service Centers will be set-up as they come available.
- Setup the CUSTOMER'S FDLE's account information of the SAFE™ System deployed in the designated MPC locations
- Enable the MPC SAFEPlus™ Systems to capture Demographic information of each applicant
- Enable the MPC SAFEPlus™ Systems to capture fingerprint images
- Check the quality of the fingerprint LiveScan images
- Transmit electronic fingerprint images to the PRCS' SAFE™ System Server

SAFE™ System Server Functionality

The SAFE™ System will be capable of performing the following functions:

- Web enable CUSTOMER'S Disclosure Statement so that applicants can complete online (where applicable)
- Enable the CUSTOMER'S applicant to use electronic signatures (check box) to execute the disclosure statement
- Generate a PDF of the executed Disclosure Statement for review by the CUSTOMER (where applicable)
- Enable the CUSTOMER after reviewing the Disclosure Statement to initiate the transmission of the applicant's fingerprints to FDLE
- Enable the CUSTOMER to delete the applicant's fingerprint images should a review of the Disclosure Statement warrant
- Transmit electronic files (including XML and PDF) to the CUSTOMER'S workflow system

SOFS Functionality:

- Provide temporary On-Site fingerprint services using PRCS' SAFEPlus™ System.
- SOFS will have the same functionality as SOFN location (See above)
- CUSTOMER must request the SOFS a minimum of fourteen days in advance (14 days in advance) and require a minimum of fifty (50) applicants fingerprinted at a single location.

SAFE™ System & SOFN Implementation

The PRCS Team will provide the following implementation and training services:

- Provide account management 8am -5pm, five days a week
- Provide e-mail, and phone-based CUSTOMER support for CUSTOMER'S designated SAFE™ System administrators, including assistance with setting up additional operators, debugging the system, and submitting to designated clearinghouses.

Exhibit B

System Component	Price	Paid By
CLAY COUNTY INSTRUCTIONAL AND NON-INSTRUCTIONAL		
Clay County Existing Instructional & Non-Instructional SOFN	\$67.00 per applicant*	Customer
SOFN Resubmissions**	\$10 per applicant	Customer
SOFN Recapture****	\$20 per applicant	Customer
SOFS Premium***	\$5.00 per applicant	Customer
CLAY COUNTY NEW HIRES AND VENDOR SUBMISSIONS		
Clay County Vendor SOFN	\$67.00 per applicant*	New Hire/Vendor
SOFN Resubmissions**	\$10 per applicant	Vendor
SOFN Recapture****	\$20 per applicant	Vendor
SOFN Photo Capture Fee	\$5 per photo	Vendor
SOFN Badge Fee	\$5 per badge	Vendor
SOFS Premium***	\$5.00 per applicant	Vendor
RECORD INTEGRATION		
Integration of Legacy Data on the SAFEAdmin Platform****	\$120 per hour	Customer

Accepted by:

* Includes FDLE \$23 fee and FBI \$24 fee. Pricing is scheduled to change upon FDLE and FBI fee increase/decrease.

**If PRHC submit a stored fingerprint for Re-Registration in the fifth year, PRHC will charge a Ten Dollars and 00/100 (\$10.00) re-submission fee.

*** PRHC shall waive the \$5.00 SOFS premium for all SOFS sessions where two hundred (200) or greater fingerprint records are registered and submitted in a single day (8 hour period).

****Reflects the cost to capture fingerprints for applicants previously fingerprinted by another vendor or fingerprinted using a Non-PRHC LiveScan system. PRHC will waive this charge if the Customer can provide correctly formatted NIST records for these applicants.