

SUPREME COURT



OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

January 16, 2014

Ms. Kristen Krutilla-Arnold
Research Specialist-Product Management
One Source Technology
1501 Euclid Avenue, Suite 900
Cleveland, Ohio 44115

Dear Ms. Krutilla-Arnold:

Your request, on behalf of One Source Technology, to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter, the User Agreement for Bulk Distribution of Data or Compiled Information executed in 2013 and the approval letter that we sent to you on October 22, 2013. Copies of these documents are enclosed. The renewal will expire on January 31, 2015.

Enclosed is a distribution receipt form (form TCM-AR9(F)-3), that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from counties not using the Odyssey Case Management System. You do not need to file this form for Odyssey records.

If you have any questions, please contact me, Jeff Wiese, at jeffrey.wiese@courts.IN.gov or (317) 234-1873 or staff attorney Doyal McLemore at doyal.mclemore@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Wiese".

Jeffrey Wiese
Director of Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
 Odyssey User Agreement, Form TCM-AR9(F)-3
 Distribution Receipt

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OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
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October 22, 2013

Ms. Kristen Krutilla-Arnold
Research Specialist-Product Management
ASURANT/One Source Technology
1501 Euclid Avenue, Suite 900
Cleveland, Ohio 44115

Re: Bulk Data Request

Dear Ms. Krutilla-Arnold:

Your request, on behalf of One Source Technology, to obtain bulk distribution of non-confidential court records from all Indiana trial courts has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

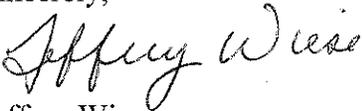
You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management

System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2014. The reason that this approval is only until that date is that the Division may revise Form TCM-AR9(F)-1 for use in 2013. Also enclosed is an executed copy of your User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System and a distribution receipt form, Form TCM-AR9(F)-3, that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from court records. However, you need not file Form TCM-AR9(F)-3 for Odyssey records.

If you have any questions, please contact me at jeffrey.wiese@courts.IN.gov or (317) 234-1873 or staff attorney Doyal McLemore at doyal.mclemore@courts.IN.gov or (317) 234-5398.

Sincerely,



Jeffrey Wiese

Director of Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
 Odyssey User Agreement, Form TCM-AR9(F)-7
 Distribution Receipt



**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Identity of Requestor:

Address:

Telephone:

E-Mail:

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

____ total ____ monthly ____ annual

Comments:

EXHIBIT A

A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data

None provided by the Requesting Party.

EXHIBIT B

The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties.

Group Subscriber Agreement

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 201__, by and between One Source Technology, LLC, a Delaware limited liability company, dba Asurint whose business address is 1501 Euclid Avenue, Suite 900, Cleveland, Ohio 44115 ("**Asurint**") and the customer identified below on behalf of itself and all of its subsidiaries, affiliates and/or member organizations each of which shall be deemed to be an original signatory to this Agreement (collectively the "**Customer**"). Asurint and Customer may herein be referred to jointly as "**parties**" and individually as a "**party**".

Customer Information			
Name (Exact Legal Name)		Type of Entity (individual, corporation, etc)	
Street Address	City	State	Zip Code
Telephone		Fax Number	
Contact Name		Email	
Federal Tax ID/SSN No.	State ID No.	Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please attach a copy of exemption certificate

Whereas, Asurint has developed and designed an integrated system of employment background screening services; and

Whereas, Customer desires to engage Asurint to provide such services for itself and its subsidiaries, affiliates and/or member organizations.

NOW, THEREFORE, the parties agree as follows.

1. **Definitions.**

- a. "**Intellectual Property**" means patents and inventions and patentable matter, whether or not a patent has been issued with respect to such matter; trademarks and service marks, whether or not registered; copyrights and any work of authorship in which a copyright may subsist; technical data, know-how and other information that may be protected as a "trade secret" under the Uniform Trade Secrets Act as adopted in Ohio (Ohio Rev. Code § 1333.61); and applications and registrations for, and claims with respect to, any of the foregoing.
- b. "**Services**" means the employment background screening services provided to Customer by Asurint including the online services at Asurint's website located at www.asurint.com.
- c. "**Materials**" means the information, public records, data, databases, images and other content available through the Services whether printed or in machine-readable form.

- d. "**User(s)**" means any of Customer's employees or agents who access Services or use the Materials.
2. **Services and Materials.** Customer authorizes Asurint to perform, and Asurint agrees to provide, the Services on Customer's behalf and, upon Customer's request, to monitor User sessions and activities. Customer acknowledges that the Services and Materials may be added to, withdrawn or restricted (collectively a "**change**") by Asurint upon notice to Customer. Continued use of the Services and Materials by Customer following notice constitutes acceptance of such change.
3. **Proprietary Rights of Asurint, License, and Scope of Use.**
- a. Asurint hereby grants Customer a nonexclusive, nontransferable, limited license to access and use the Services and Materials for Customer's business purposes only. Customer is hereby licensed to: (i) electronically display Materials retrieved from the Services to the number of individual Users specified within this Agreement's Pricing Schedule or who have been authorized by Asurint and provided unique personal Identification Numbers ("**ID**") from Asurint; and (ii) obtain printouts of Materials from any database, file or answer set via local printing to a printer or downloading to a local hard drive (collectively "**Authorized Printouts**").
- b. Asurint exclusively owns, or has been licensed by third parties to use, the Services and Materials. Nothing contained herein shall be construed as conferring upon Customer or any User any proprietary interest, license or right to any of Asurint's Intellectual Property except as explicitly set forth in this Agreement. All right, title and interest (including all Intellectual Property rights) in the Services and Materials belongs to Asurint or its third-party providers. Neither Customer nor any User shall remove, obscure or modify any copyright or other notice placed on any Materials or any document(s) that result from the Service.
- c. Distribution of Materials and use of Services is limited to those Users and employees and agents of Customer who are aware of the obligations imposed by this Agreement. Neither Customer nor any User may use the Services or Materials in any fashion that infringes on the copyrights or proprietary interests therein nor tamper with, alter or change any records or information obtained from the Services or contained in the Materials.
- d. Except for Customer's permitted business purposes, Customer is otherwise prohibited from selling, transferring, downloading, storing, reproducing, transmitting, displaying, publishing, copying, distributing, sublicensing or using Materials retrieved from the Services. Customer may not directly or indirectly compile, decompile, reverse-engineer, store, use the Services, or maintain Materials to develop its own source or database.
4. **Term and Termination.**
- a. This Agreement shall continue until terminated. Either party may terminate this Agreement within ninety (90) days following receipt of notice thereof from the other party or immediately without notice if the other party: (i)

terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

- b. Asurint may terminate this Agreement at any time if Customer defaults in the payment of any fee(s) due hereunder or, without prior notification, terminate Customer's access to the Services or the Materials if Asurint is no longer authorized by a third party provider(s) to deliver the Materials, or if directed by a third party provider.

5. **Access To Services.**

- a. Asurint will provide each of Customer's Users with a unique, confidential, sign-on identification ("**ID**") and password to enable the User to access the Services and Materials. Each such ID will be for the personal use of a single User only. Customer and its Users shall maintain the confidentiality of the ID. Customer shall not distribute or divulge an ID and/or related password to anyone except to its Users. Customer is responsible for all charges as they relate to the use and activity charged to its IDs. Asurint retains the right to change any ID and/or password at its discretion and notify Customer sufficiently in advance so as not to interfere with Customer's authorized continuous use of the Services. Access to Services must be discontinued for any User at the end of that User's employment with Customer. Customer shall be liable, and agrees to indemnify Asurint, for all fees, loss or damage caused by, or resulting from, the use of ID(s) by its Users. Customer agrees to immediately notify Asurint if a security breach occurs or if the Customer suspects that a security breach may have occurred.
- b. To the extent the Services and Materials provided hereunder are accessed electronically, third-party software, sometimes called "spyware", can infect a User's computer and capture data without permission. Asurint is not responsible if any confidential data of Customer or its Users is compromised in this manner unless caused by Asurint. In order to protect its own data, Asurint reserves the right, without prior notice, to suspend access to any Asurint web application by any User whose computer is infected in this manner until the infection is removed.

6. **Fees.** Customer agrees to pay Asurint all fees invoiced for the Services and/or Materials within thirty (30) days of receipt of the invoice according to the pricing schedule attached hereto as **Schedule 1**. Fees are nonrefundable unless otherwise indicated in writing. Asurint may suspend, disrupt or terminate Customer's access to the Services, its account and any ID if payments to Asurint become past due. The Customer identified in the Customer Information on the first page of this Agreement shall be responsible for any such fees incurred by any of its subsidiaries, affiliates or member organizations.

7. **Warranty.**

- a. Asurint agrees to protect, defend, indemnify and hold Customer harmless (and Customer's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of

actions , (including reasonable attorney fees) arising from the negligence or misconduct of Asurint or its employees.

- b. Customer warrants that it is authorized to enter into this Agreement and to bind its subsidiaries, affiliates and/or group members to the terms and conditions contained in this Agreement. Customer agrees to protect, defend, indemnify and hold Asurint harmless (and Asurint's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of actions (including reasonable attorney fees) arising from the negligence or misconduct of Customer or any of its (or in the case of subsidiaries, affiliates and/or group members, their) employees.
 - c. Customer acknowledges and understands that information obtained from use of the Services and/or contained in Materials is obtained by Asurint from third party data providers including public records sources. Customer further acknowledges and understands that the Services and Materials are dependent upon search criteria established by Customer. Asurint assumes no responsibility for the accuracy or completeness of information obtained through the use of the Services or in the Materials, errors that occur in the conversion of data (unless caused by Asurint) or for Customer's use of the Services and Materials. Asurint shall not be liable to Customer for any loss or injury arising out of or caused in whole or in part by a third-party provider's acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services or resulting from the search criteria used by Customer.
 - d. **ALL SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY, TIMELINESS, CORRECTNESS OR COMPLETENESS. NEITHER ASURINT NOR ITS THIRD PARTY PROVIDERS MAKE ANY REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES AND/OR MATERIALS EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER ASURINT NOR ITS THIRD PARTY PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS CUSTOMER MAY REACH FROM USE OF THE SERVICES OR MATERIALS UNLESS SUCH CONCLUSION WAS BASED UPON NEGLIGENT (NON-DATA BASE) INFORMATION FROM ASURINT.**
8. **Limitation Of Liability.** Asurint shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from: (a) errors or omissions in the Services or Materials unless directly and proximity caused by Asurint's intentional negligence or gross misconduct; (b) Customer's use of any equipment in connection with the Services; (c) the content provided through the Services or in the Materials; (d) any delay or failure in performance beyond the reasonable control of Asurint in which case, Customer can terminate this Agreement without 30 day notice; or (e) use of the content provided by the Services, Materials or

Authorized Printouts by an authorized individual, User, organization or other third parties. THE AGGREGATE LIABILITY OF ASURINT IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S ACTUAL DAMAGES. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT CUSTOMER MAY HAVE. ASURINT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WITH RESPECT TO THE SERVICES OR MATERIALS REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE OR IN ANY WAY DUE TO OR RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES OR MATERIALS. Customer agrees to indemnify, defend and hold harmless Asurint and the third party providers from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of, or in connection with, any intentional or negligent act by Customer under, or in violation of, this Agreement.

9. **FCRA, CRA and FMCSA.**

- a. Customer agrees to abide by the terms of the "FCRA Notice" and "Customer Obligations When Reports Are Obtained For Employment Purposes" when it uses the Services or Materials for employment purposes, both of which are set forth in **Schedule 2**.
- b. Customer acknowledges that certain states restrict information which may be reported by a consumer reporting agency ("**CRA**") with respect to criminal convictions. **Schedule 3** sets forth a current list of such state restrictions and Customer agrees to abide by the terms of such state restrictions in connection with Customer's use of the Services and Materials. Customer shall advise Asurint, as a CRA, of any background screening search requests for hiring in those states having such restrictions and request from Asurint a compliance package to ensure that no prohibited information is disclosed in any of the Services or Materials. Customer agrees to protect, defend, indemnify and hold Asurint harmless (and Asurint's employees, directors, agents, customers,) from and against all claims, losses, costs, expenses, demands, fines, penalties and causes of actions (including third party claims and reasonable attorney fees) arising from Customer's failure to advise Asurint of hiring in states having such restrictions or failing to request a proper compliance package.
- c. The Federal Motor Carrier Safety Administration ("**FMCSA**") regulates the trucking industry in the United States. In connection with certain applications for employment, Customer may seek to obtain one or more reports regarding driving and safety inspection history from the FMCSA. If Customer uses any information it obtains from FMCSA in a decision to not hire or to make any other adverse employment decision, Customer must provide the prospective employee with a copy of the report upon which its decisions was based and a written summary of such employee's rights under the Fair Credit Reporting Act before taking any final adverse action. Customer may not obtain background reports from the FMCSA unless the prospective employee consents in writing by signing the form attached hereto as **Schedule 4**.

10. **Records and Audit.** Customer shall keep accurate records and accounts of Services provided hereunder in accordance with standard business and accounting practices. From time to time, not to exceed two (2) times per year, and upon at least ten (10) days prior written notice, Asurint shall have the right to audit, at its expense and during Customer's normal business hours and with Customer's reasonable cooperation, the books and records of Customer relating to the performance of this Agreement to confirm compliance with the terms of this Agreement.
11. **Notices.** All notices hereunder shall be in writing and shall be deemed to have properly been given when delivered in person to the party, or when deposited in the United States mail, postage prepaid and properly addressed to the party at the addresses set forth on the first page of this Agreement, unless written notice of change of address shall have been received prior thereto.
12. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement without the prior written consent of Asurint which consent shall not be unreasonably withheld.
13. **Relationship of the Parties.** The parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The parties will perform their obligations hereunder in a professional and businesslike manner.
14. **Non-solicitation.** Each party agrees that it shall not hire or solicit for employment the employees of the other party during the term of this Agreement or for a period of one (1) year after the termination of this Agreement, without the written consent of the other party.
15. **Entire Agreement and Amendments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall constitute the entire agreement between the parties and supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto. This Agreement may be modified only by written agreement, signed by the parties.
16. **Waiver.** Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.
17. **No Breach or Violation.** Each party warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract, other agreement or instrument to which the party is a party or by which the party is bound or affected; or (b) any law, statute or regulation or any injunction, order, award,

judgment, decree of any government agency or authority or court to which the party or its assets are subject. Each party warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement. No legal proceedings have been threatened or brought against a party that could threaten performance of this Agreement and entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation, or order by any court of competent jurisdiction.

18. **Governing Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without reference to or inclusion of the principles of choice of law or conflicts of law of that jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of the Agreement must be brought solely and exclusively in the United States District Court for the Northern District of Ohio or in the state courts of the State of Ohio, Cuyahoga County, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding in any way arising out of the Agreement brought by it or against it by the other party. Each party hereto further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to its address designated pursuant to the Agreement.

IN WITNESS WHEREOF , the parties hereto have executed this Agreement effective as of the day and year first above written.	
One Source Technology, LLC dba Asurint	Customer on behalf of itself and all of its subsidiaries, affiliates and/or member organizations
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SCHEDULE 1
ASURINT'S PRICING SCHEDULE

SCHEDULE 2**FCRA NOTICE**

The Customer shall ensure that they obtain a signed authorization and release from the subject of their search PRIOR to running a search, if the search is for employment, housing or other purpose covered by the FCRA. Customer agrees to keep copies of these releases and to provide copies of all signed releases to Asurint on a monthly basis or as requested by Asurint. All such copies shall be provided to Asurint at its principal place of business: 1501 Euclid Avenue, Suite #900, Cleveland, OH 44115.

Customer certifies that it will request, receive and use the Services and the materials in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). Customer accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") applicable to Services or Materials. Customer hereby certifies that it has filed all applicable Specific State Forms required by individual states and that Customer agrees that if it receives Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return to Asurint.

Customer Obligations When Reports Are Obtained For Employment Purposes

In ordering a consumer report for employment purposes, Customer certifies that it will:

- a. Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- b. Obtain prior written authorization from the consumer.
- c. Not use the information in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- d. Before taking an adverse action, and at other times as required by state law, provide a copy of the report to the consumer as well as the summary of the consumer's rights.

**SCHEDULE 3
CRA REPORTING TABLE**

EEOC/FEDERAL	EXCEPTION - CONVICTIONS
No consumer reporting agency may make any consumer report containing: any other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years.	No information, other than convictions, that are > 7 yrs. Unless position pays more than
STATES	EXCEPTION - CONVICTIONS
Colorado	7 years reporting only unless individual makes => 75K
Kansas	7 years reporting back unless applicant earns => 20K
Maryland	7 years reporting back unless applicant earns => 20K
Massachusetts	7 years reporting back unless applicant earns => 20K
New Hampshire	7 years reporting back unless applicant earns => 20K
New York	7 years reporting back unless applicant earns => 25K
Texas	7 years reporting back unless applicant earns => 75K
Washington	7 years reporting back unless applicant earns => 20K

SCHEDULE 4

**IMPORTANT NOTICE
REGARDING BACKGROUND REPORTS
FROM THE PSP ONLINE SERVICE**

1. In connection with your application for employment with _____ ("Prospective Employer"), it may obtain one or more reports regarding your driving and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA). If the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decisions was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report. The Prospective Employer cannot obtain background reports from the FMCSA unless you consent in writing. If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

2. I authorize _____ ("Prospective Employer") to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information including crash data from the previous (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

3. I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capacity to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I am challenging crash or inspection information reported by the DataQs system to the appropriate State for adjudication.

4. Please note: Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with the FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____

Signature

Name (Please Print)

A Summary of your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumefinance.gov/learnmore or write to Consumer Financial Protection Bureau, 1700 G Street, N. W. Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -or to take another adverse action against you- must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A Person has taken adverse action against you because of information in your credit report:
 - You are a victim of identity theft and place a fraud alert in your file:
 - Your files contain inaccurate information as a result of fraud:
 - You are on public assistance:
 - You are unemployed but expect to apply for employment within 60days:

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores use in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer.

Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in the state or federal court.
- **Identify theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your Attorney General. For information about your federal rights, contact:

Type of Business	Contact
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Bureau of Consumer Financial Protection 1700 G St. NW, Washington DC 20006 b. Federal Trade Commission: Consumer Response Center FCRA, Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney St., Suite 3450, Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center, P.O. Box 1200, Minneapolis, MN 55480 c. FDIC Consumer Response Center, 1100 Walnut St., Box #11, Kansas City, MI 64106 d. National Credit Union Administration, Office of Consumer Protection (OCP), Division of Consumer Compliance and Outreach (DCCO), 1775 Duke St., Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement and Proceedings, Department of Transportation, 400 Seventh St. SW, Washington DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board, Department of Transportation, 1925 K St. NW, Washington DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration Area Supervisor
6. small Business Investment Companies	Associate Deputy Administrator for Capital Access, United States Small Business Administration, 406 Third St. SW, 8 th Floor, Washington DC 20416
7. Brokers and Dealers	Securities and Exchange Commission, 100 F St. NE, Washington DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations	Farm Credit Administration, 1501 Farm Credit Drive, McLean VA 22102- 5090
9. Retailers, Finance Companies, and all other creditors not listed above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington DC 20580 (877)382-4357

RECEIVED

AUG 28 2013

EXHIBIT C

The original Request provided to the Division from the Requesting Party.

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: One Secure Technology
 Address: 1501 Euclid Ave #900
Cleveland, OH 44115
 Telephone: 216-420-1700
 E-Mail: data@asurint.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

all criminal & traffic records

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

All Indiana Courts

IV. Purpose for Request: What is the purpose of the request and how is release consistent with the purposes of Administrative Rule 9?

(Set forth reason)

Requesting bulk data file containing all criminal & traffic records that will be used by employment screening company for background information regarding potential applicants

V. Attach a copy of each permission from a Court to obtain bulk distribution of Data or Compiled Information that has already been issued.

N/A

VI. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

N/A

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to Requestor by each Court listed in Section III.

Monthly

VIII. Describe the resources available to prepare the information.

Data is housed on a secure network at a data facility
website asurint.com

IX. Describe how fulfilling the request is an appropriate use of public resources.

It will promote accessibility to Court Records and
facilitate better hiring decisions

X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

Is willing to pay for data

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

NO

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

- A. the name of the third party or parties;
- B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;
- C. the frequency with which charges will be incurred; and,
- D. the frequency of the transfer of data and information to the third party.
- E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

By signing this request, I represent that I am authorized to do so on behalf of Requestor.

Gregg Gay
Signature

Gregg Gay
Printed Name

President
Title

May 30, 2013
Date