



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 2, 2009**.

ADDENDUM

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. *Minutes of Spanish Fork City Council Meeting – May 19, 2009
- b. *Nebo Interlocal Agreement for Custodial Services
- c. *Library Electronic Maintenance Contract
- d. *Red Flags Equifax Contract

5. PUBLIC HEARING:

- a. Budget Fiscal Year 2010

6. NEW BUSINESS:

- a. Mountainland Association of Government Nebo Transportation Study
- b. Discussion on Business Park Zone

7. *ADJOURN TO RDA MEETING:

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at (801)804-4530.

Draft Minutes
Spanish Fork City Council Meeting
May 19, 2009

Elected Officials Present: Mayor Joe Thomas, Councilman Wayne Anderson, Councilman Steve Leifson, Councilman Richard M. Davis, Councilman Jens P. Nielson, Councilman Rod Dart.

Staff Present: Junior Baker, City Attorney; Richard Nielson, Public Works Director; Dale Robinson, Parks and Recreation Director; Seth Perrins, Assistant City Manager; Shelley Hendrickson, Planning Secretary

Citizens Present:

CALL TO ORDER, PLEDGE:

Councilman Anderson called the meeting to order at 5:31 p.m.

Councilman Dart led in the pledge of allegiance.

Councilman Anderson introduced the Strawberry Days Royalty and invited them to address the Council.

***Mayor Joe Thomas arrived at 5:33 p.m.*

The Strawberry Days Junior Royalty explained the events that will take place during the Pleasant Grove Strawberry Days Celebration to be held June 17th through June 20th.

Employee of the quarter

Dale Robins introduced Aaron Brown as Employee of the Quarter and said he was fortunate to have him as part of his staff. He said Aaron had good public relation skills, was always smiling, and had done wonderful things for the golf course.

PUBLIC COMMENTS:

None

COUNCIL COMMENTS:

Richard Davis thanked all of the volunteers who planted flowers along Main Street and said that more volunteers were needed to place crosses at the cemetery. He encouraged citizens to attend the games at the Ballparks and enjoy the facilities.

Wayne Anderson read a letter extending appreciation to the Thomas family for allowing Strawberry Water to move to their property so the City could have use of it.

47 Mayor Thomas expressed his delight in attending the Genius Awards. He explained that Spanish Fork City
48 was awarded a Genius Award due to having the 5th highest number of issued patents.
49

50 **CONSENT ITEMS:**

51
52 Councilman Dart **moved** to **approve** the consent items. Councilman Nielson **seconded** and the motion
53 **passed** all in favor.
54

55 **NEW BUSINESS**

56
57 **Proclamation of Cancer Awareness Week**

58
59 Mr. Baker explained that a local organization working under the American Cancer Society had requested
60 that the City pass a resolution to support the first two weeks of June as Cancer Awareness Weeks.
61 Councilman Anderson **moved** to **approve** the Proclamation of Cancer Awareness Weeks. Councilman
62 Davis **seconded** and the motion **passed** all in favor.
63

64 **Utah State Contract on Court Lease**

65
66 Mr. Baker explained that Spanish Fork City, along with the State of Utah, built the Courthouse and Police
67 Building. He explained the State's payments and when they would be due. He said the State had the
68 option to purchase their portion of the building. He explained that the State had requested that property be
69 reserved to the East of the building in order for them to expand into four more courtrooms within the next
70 five to eight years. He explained there would be a joint operation and maintenance agreement. Mr. Baker
71 said he felt this was a very favorable arrangement for all parties involved.
72

73 Councilman Leifson **moved** to **approve** the Utah State Contract on the Court Lease. Councilman Davis
74 **seconded** and the motion **passed** all in favor.
75

76 **Discussion on Main Street and Volunteer Drive**

77
78 Richard Heap explained that a traffic study on Main Street and Volunteer Drive was finished and that it
79 warranted a street light. He said the project would go out for bid in the next few days but that the Utah
80 Department of Transportation wanted to get the bridges on Main Street and Arrowhead Trail replaced first.
81 He said the anticipated completion date would be September of 2010.
82

83 Mr. Baker expressed thanks to the Thomas family for allowing Strawberry Water to be placed on their
84 property without any benefit or compensation.
85

86 Mr. Baker said he had received a phone call from Anderson Auto Wrecking. They expressed their desire to
87 be de-annexed from Spanish Fork City. Mr. Baker said the business was included in the Forbush
88 Annexation and that one of the conditions of annexation was that the Anderson Salvage Yard had to
89 disband by June of 2009. He said that the Andersons wanted to continue the use but that Spanish Fork
90 City did not have a zone that allowed it. Mr. Baker asked the Council if they would allow the use to
91 continue during the de-annexation process. The Council determined they were fine with the use continuing
92 while an application to de-annex was filed.
93

94 **PUBLIC HEARINGS:**

95

96 Councilman Leifson **moved** to **open** into public hearing. Councilman Dart **seconded** and the motion
97 **passed** all in favor at 6:00 p.m.

98

99 **Silver Sage Business Park Preliminary Plat Amendment**

100

101 Mr. Baker said Dave Anderson was out of town and had asked Mr. Baker to fill in for him. Mr. Baker
102 explained that the applicant was seeking to amend an approved Preliminary Plat and that the amendment
103 met the City's requirements for a subdivision in the I-1 zone. He explained that the Electric Department
104 requested a 20-foot easement and that the Development Review Committee had recommended approval
105 with the condition that when the final plat is recorded it includes the three lots.

106

107 Mayor Thomas invited public comment. There was no public comment.

108

109 Councilman Leifson **moved** to **approve** the amended Preliminary plat for Silver Sage Business Park
110 subject to the following conditions:

111

112 **Conditions**

113

114 1. That the Final Plat submittal provide the required 20-foot easement along Chappel Drive.

115

115 2. That the applicant show any other City easements on the Final Plat.

116

116 3. That the Final Plat include all three lots.

117

118 Councilman Davis **seconded** and the motion **passed** all in favor.

119

120 **Spanish Fork West Zone Change**

121

122 Mr. Baker explained the LDS church had purchased the proposed three-acre parcel and planned to
123 construct a chapel there; however, the minimum lot size in an R-R zone was five acres. The applicant
124 requested that the zone be changed to R-1-20 so that they could subdivide the property.

125

126 Mark Greenwood

127

127 Mr. Greenwood explained that he was in attendance to answer any questions the City Council might have.
128 He said the LDS Church had gone through the Site Plan approval process before they realized there was a
129 zoning issue.

130

131 Mayor Thomas invited public comment. There was no public comment.

132

133 Councilman Davis **moved** to **approve** the Spanish Fork West Stake Zoning Map Amendment from R-R to
134 R-1-20. Councilman Leifson **seconded** ad the motion **passed** all in favor.

135

136 Mayor Thomas invited the Pleasant Grove Royalty to introduce themselves. The Royalty introduced
137 themselves, explained the events that would take place during the celebration and presented the City
138 Council with a Strawberry Cheesecake.

139

140

141 **Title 15 Master Planned Development Section Amendment**

142
143 Mr. Baker explained that the proposed text amendment came about from a few local developers that had
144 explained there was a new product out on the market that they felt was just as good of quality as a masonry
145 product. It is a chemically-treated, wood-base siding that has a 50-year warranty.

146
147 Mayor Thomas invited public comment. There was no public comment.

148
149 Councilman Leifson **moved** to **approve** the Title 15 Master Planned Development Section Amendment.
150 Councilman Anderson **seconded** and the motion **passed** all in favor.

151
152 Councilman Anderson **moved** to **close** public hearings. Councilman Dart **seconded** and the motion
153 **passed** all in favor at 6:13 p.m.

154
155 **NEW BUSINESS CONTINUED:**

156
157 **Spanish Fork West Preliminary Plat**

158
159 Mr. Baker explained that it was appropriate to approve a Preliminary Plat for the LDS Church, that it was a
160 one lot subdivision and met the City's subdivision standards. He said the applicant would need to improve
161 the frontage and explained that due to the road belonging to UDOT that the applicant would need to get
162 approval from them. He said that the Power Department's needs would need to be addressed in getting
163 power to the site.

164
165 Councilman Davis **moved** to **approve** the Spanish Fork West Preliminary Plat subject to the following
166 conditions:

167
168 **Conditions**

- 169
170 1. That the applicant provide a letter from the Utah Department of Transportation identifying their
171 approval of access onto 900 South.
172 2. That the applicant rectifies any discrepancies between the plat and the approved Site Plan.
173 3. That the applicant address the Power Department's concerns prior to recordation of the plat.

174
175 Councilman Nielson **seconded** and the motion **passed** all in favor.

176
177 **ADJOURN:**

178
179 Councilman Leifson **moved** to **adjourn**. Councilman Dart **seconded** and motion **passed** all in favor at
180 6:15 p.m.

181
182 **Adopted:**

183 _____ Shelley Hendrickson, Planning Secretary

MEMO

To: Mayor and City Council
From: S. Junior Baker
Date: 22 May 2009
Re: Nebo Interlocal Agreement for Custodial Services

The June 2 council agenda contains a consent items for the Nebo School District Interlocal Agreement for janitorial services at the Public Safety Building (fire station). The Council, earlier, approved an Agreement with the School District for these services. However, when the school district legal office and insurance company looked them over, they didn't satisfy the education requirements. By creating an interlocal agreement, tied to educational purposes, we can make it work for them. Since the changes are only in the form of the agreement, this appears as a consent item.

**NEBO SCHOOL DISTRICT & SPANISH FORK CITY
PUBLIC SAFETY BUILDING JANITORIAL SERVICES
INTERLOCAL COOPERATION AGREEMENT**

THIS NEBO SCHOOL DISTRICT & SPANISH FORK CITY – PUBLIC SAFETY BUILDING JANITORIAL SERVICES INTERLOCAL COOPERATION AGREEMENT (the “Agreement”), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT (“School District”), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and SPANISH FORK CITY (“City”), a political subdivision of the State of Utah, of 40 South Main, Spanish Fork, Utah, 84660.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for the joint and cooperative action in regards to having the School District’s Utah Community Based Transition (UCBT) Program provide janitorial services at the Spanish Fork City Public Safety Building located at 370 North Main Street, Spanish Fork, Utah (the “Public Safety Building”), as more fully described herein;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**SECTION ONE
EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to one (1) year, unless sooner terminated as provided herein. This Agreement shall automatically renew for additional one (1) year terms (up to a total of two (2) additional one (1) year terms), upon the same terms and conditions, unless a written notice of termination is executed.

**SECTION TWO
ADMINISTRATIVE ENTITY**

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the “Committee”) comprised of the following individuals: (a) the Nebo School District Special Education Director, or his/her designee; (b) the Nebo School District Utah Community Based Transition (UCBT) Program teacher at Spanish Fork High School, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Spanish Fork City Manager, or his/her designee; (e) the Spanish Fork City Buildings and Grounds Supervisor, or his/her designee; and (f) the Spanish Fork City Attorney, or his/her designee. The Nebo School District Special Education Director, or his/her designee, and the Spanish Fork City Buildings and Grounds Supervisor, or his/her designee, shall be the co-chairs of the Committee. This Committee

shall meet as necessary and shall establish janitorial responsibilities, services, and considerations; guidelines and rules; scheduling procedures; supervision and security; and other related matters, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Manager shall mutually cast a final vote to break the deadlock.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of allowing special education students with cognitive deficit disabilities enrolled in the UCBT Program at Spanish Fork High School to learn real-life, work-based skills while providing janitorial services at the Public Safety Building. This Agreement will assist the School District in providing appropriate transition educational services to the students enrolled in the UCBT Program, wherein they may obtain janitorial trade skills, social interaction, increased confidence, and become a contributing member of society. The Agreement will also allow the City to preserve its investment in the facility and provide a working atmosphere conducive to high employee morale, demonstrating to the public and tenants an orderly, clean, and healthy environment. This Agreement sets forth the respective duties and responsibilities of the School District and the City in conjunction with the janitorial services provided at the Public Safety Building. Exhibit "A" attached hereto contains a list of the janitorial responsibilities, services, and considerations in relation to the Public Safety Building.

SECTION FOUR **SCOPE OF WORK AND CONSIDERATIONS**

The School District shall furnish all supervision, labor, and transportation necessary to satisfactorily perform the janitorial services required for the Public Safety Building, as more specifically set forth in Exhibit "A" attached hereto. The City shall provide at its expense all janitorial cleaning equipment, materials, supplies, and personal protective equipment that is necessary and appropriate for said janitorial services (i.e., gloves, eye protection, etc.). Recognizing the costs and expenses associated with operating the UCBT Program to provide these students with real-life, work-based experiences (i.e., supervision, transportation, and other related costs and expenses), and also recognizing the benefit the City receives by having janitorial services performed at its Public Safety Building, the City agrees to pay the Nebo School District Special Education Department the amount of Four Hundred and 00/100 Dollars (\$400.00) per month.

SECTION FIVE **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX **ADMINISTRATION OF AGREEMENT**

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

SECTION SEVEN
FILING OF AGREEMENT

A copy of this Nebo School District & Spanish Fork City – Public Safety Building Janitorial Services Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION EIGHT
INSURANCE

The School District shall procure and maintain in force at its expense during the term of this Agreement worker's compensation and general liability insurance as required by the State of Utah. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management ("State Risk Management").

SECTION NINE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have ten (10) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the ten (10) day period, within a reasonable time if corrective action is promptly commenced after receipt of the notice.

SECTION TEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Nine above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION ELEVEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE TO PERSONS OR PERSONAL PROPERTY

A. City: The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the School District for any death, personal injury, loss, or damage to persons or personal property (hereinafter "losses") arising from this Agreement as a result of the City's negligence.

B. School District: The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify and hold harmless the City for any death personal injury, loss, or damage to persons or personal property (hereinafter "losses") arising from this Agreement as a result of the School District's negligence.

SECTION TWELVE
DAMAGE OR DESTRUCTION TO FACILITIES

If the Spanish Fork City Public Safety Building is damaged by the negligence of the School District or its students while performing janitorial services, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the School District. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

SECTION THIRTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION FOURTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION FIFTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Manager at the above address. Either party may notify the other to designate a different address for mailing.

SECTION SIXTEEN
TERMINATION

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least thirty (30) days prior written notice of the same.

SECTION SEVENTEEN
GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied

upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superceded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. Exhibits. The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Gender and Number. The singular number include the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. No Waiver of Governmental Immunity. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Spanish Fork City – Public Safety Building Janitorial Services Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of June, 2009.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

By: _____
KIMBERLY ROBINSON, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

S. JUNIOR BAKER,
Spanish Fork City Attorney

DATED this ____ day of June, 2009.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
R. DEAN ROWLEY, Board President

ATTEST:

By: _____
TRACY D OLSEN, Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

REED B. PARK,
Nebo School District Legal Counsel

EXHIBIT "A"

UBCT PROGRAM RESPONSIBILITIES	
Spanish Fork City Public Safety Building	
LOCATION	DESCRIPTION
Main Level	Exterior Porches (3) Entrance Foyers (3) EMT Lounge Hallways Stairways (2) Elevator Car Emergency Prep. Office Fire Department Suite EMT Suite Radio Dispatch Office Fire Truck Display Room Men's Restroom Women's Restroom
Lower Level	Stairways Meeting Rooms (2) Preparation Kitchens (2)
Janitorial Services	
SERVICE TWO (2) TIMES PER WEEK (MONDAY AND THURSDAY)	
LOCATION	DESCRIPTION
General Building Area	Empty wastebaskets and trash containers. Empty Brute fifty (50) gallon cans to exterior dumpster. Change can liners as necessary. Vacuum all carpeted areas including interior entrance mats. Spot clean carpet stains. Damp-dust desks, tables, bookshelves, file cabinets, and counter tops that have been cleared by tenant. Clean and sanitize telephones, door knobs, and light switches. Clean all entrance doors, hardware, glass and side glass, and frames. Clean and sanitize drinking fountain. Clean and sanitize meeting room tables and chairs. Clean and sanitize kitchen counter tops, sink, and microwave oven.
Restrooms	Sweep, mop, and sanitize restroom floors. Clean and sanitize restroom toilets and urinals. Clean and sanitize walls immediately surrounding the toilets and urinals. Clean and sanitize restroom stall partitions and sanitary napkin bag dispenser/disposal receptacle. Clean and sanitize restroom sinks and polish chrome fixtures. Clean restroom mirrors. Clean and sanitize light switches. Stock restrooms with all paper goods, urinal deodorizer disks, and soap as needed. Empty all waste disposal receptacles and change liners as needed.
SERVICE ONE (1) TIME PER WEEK (MONDAY OR THURSDAY)	
LOCATION	DESCRIPTION
General Building Area	Spot clean walls and light switches. Clean and polish elevator stainless steel surfaces and clean entrance thresholds. Dust entrance area for cob webs and insects. Dust counter tops, ledges, windowsills, furniture, etc. Damp-dust stair hand railings and base moldings. Sweep three (3) exterior porch areas.

SERVICE MONTHLY

LOCATION	DESCRIPTION
General Building Area	Spray deodorizers – check canister and batteries. Inspect for and vacuum insects from interior light lenses as needed. Dust for cobwebs on exterior porch areas and lighting. Vacuum and dust upholstered furniture and vacuum underneath entrance mats.

SERVICE QUARTERLY

LOCATION	DESCRIPTION
General Building Area	High surface dusting, lights, vents, over doors, etc. Vacuum insects from light lenses as needed. Damp-dust baseboards, door casings, picture frames, display cabinets, etc. Vacuum/dust upholstered furniture and vacuum underneath entrance mats.

MEMO

To: Mayor and City Council
From: Pam Jackson
Date: 27 May 2009
Re: Koha LibLime Integrated Library System

The June 2 council agenda contains a consent item for the library's new ILS system. This system will replace the Dynix system that the library is currently using and provide a significant cost savings for our annual maintenance. Koha-Liblime is an open-source product that is web-based. The contract will provide us with hosting, migration assistance, staff training, support, software maintenance and development. The 2010 budget requested for the library has included the start-up costs for the switch over to the new system.

SOLUTION AND SERVICE AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2009, by and between LibLime, a division of MetaVore, Inc., an Ohio corporation (hereinafter "LibLime") with principal place of business at 4016 Townsfair Way, Suite #220, Columbus OH 43219 and Spanish Fork City (hereinafter "SFC"), a with principal place of business at 40 S. Main Street, Spanish Fork, UT 84660.

LibLime provides commercial support for open-source software solutions to libraries, including migration assistance, staff training, hosting services, software development and software maintenance and support. LibLime has submitted a proposal to SFC to provide LibLime's products and services to SFC through a hosted installation, and SFC accepts that proposal on the following terms and conditions.

1. System and Services; Pricing. LibLime agrees to provide SFC with the products and services (hereinafter "Solution") at the prices specified in Addendum A. Service, maintenance and ongoing support for the Solution will be provided under the terms and conditions set forth in Addendum B. SFC agrees to make payment to LibLime according to the payment schedule and rates set forth in Addendum A.

Price increases in LibLime's list prices set forth in Addendum A may be made at any time, but increases applied to renewal of existing services must be made in writing to SFC and no later than 90 days prior to the end of the current contract period. With regard to such list price increases LibLime, commits to cap such increases at a rate not to exceed 5% per annum during the term of this Agreement.

SFC agrees that all setup and installation fees are non-refundable once SFC satisfaction has been established with installation of the Solution. If at any time SFC breaches any part of this Agreement, SFC will be responsible for and will pay any and all of LibLime's reasonable collection, attorney and court fees and costs incurred by LibLime in enforcing this Agreement.

2. Open Source License. LibLime hereby grants to SFC and SFC accepts, subject to the terms and conditions of this Agreement, the GNU General Public License, Version 2, set forth in Addendum E to use the Koha ZOOM software provided by LibLime under this Agreement.

3. Confidential Information.

3.1 Restrictions on Disclosure. With the exception of this Agreement itself, all intellectual property and proprietary information, all documentation exchanged by the parties, and all other information or know-how that relates to that party's operations, future business plans, or other proprietary information shall be considered confidential information ("Confidential Information") when so marked. Each party may use Confidential Information received from the other party hereunder only in connection with the business purposes for which such Confidential Information was or shall be provided. Each party agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidential and proprietary nature of the other party's Confidential Information.

3.2 Exceptions. Confidential Information shall not include anything which is: (i) already known by the recipient party without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) rightfully received from a third party under no obligation of confidentiality; (iv) independently developed by the recipient party without use of the other party's Confidential Information; (v) disclosed without similar restrictions to a third party by the party owning the Confidential Information; (vi) approved by the other party for disclosure; or (vii) required to be disclosed pursuant to requirement of a governmental agency or law so long as the disclosing party provides the other party with notice of such requirement prior to any such disclosure. Notwithstanding anything to the contrary contained herein, each party may provide access to and the use of the Confidential Information to third parties providing services to such party who have a business need to access such Confidential Information in connection with a bona fide service being provided to such party so long as such party secures execution by such third parties of a confidentiality agreement containing restrictions on disclosure of such Confidential Information at least as restrictive as those provided for hereunder.

4. Term and Termination.

4.1 Term. This Agreement shall become effective on execution and shall remain in full force and effect for an initial term of five (5) years, unless sooner terminated as provided herein. This Agreement shall automatically renew for successive one (1) year terms, unless a written notice to terminate is provided to the other party ninety (90) days prior to the expiration of the term.

4.2 Termination for Breach. In the event that either party materially breaches or repeatedly defaults in the performance of any of its duties or obligations hereunder, which breach or default shall not be substantially cured within thirty (30) days after such written notice is given specifying the breach or default, then the non-breaching party may, in addition to all other rights and remedies at law or in equity or otherwise, cancel this Agreement effective within five (5) business days of such notice without any charge, obligation, or liability whatsoever, except as to payment for services already received and accepted by SFC. NEITHER SFC NOR LIBLIME SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT.

4.3 Effect Upon Termination. Upon the effective date of termination or expiration of this Agreement, each party shall, without request by the other party, immediately return all documents, materials, and property of the other party identified as Confidential Information herein. In addition, each party will assist the other in the orderly termination of this Agreement and in the transfer of all property, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

In the event LibLime elects to terminate this Agreement as a result of a breach or repeated default by SFC, LibLime shall be entitled to recover immediately from SFC all fees for setup, installation, configuration, integration and data migration accepted by SFC prior to such termination, plus any amounts due and unpaid for service, maintenance and support prior to such termination.

Upon termination of this Agreement as a result of a breach or repeated default by LibLime after acceptance of installation, configuration, integration and data migration, LibLime agrees to pro-rate and refund a portion of the amount paid prior to termination by SFC for annual maintenance and support, utilizing a ratio of the number of months remaining in the initial or any renewal term of this Agreement divided by twelve (12) months times the applicable annual maintenance and support fee.

4.4 Survival of Terms upon Termination. The following provisions shall survive the termination of this Agreement for any reason: Sections 3 and 4 and Addendum F.

5. General Provisions.

5.1 Notice. Except as specifically provided in this Agreement, all notices, demands or other communications required or permitted hereunder shall be in writing and shall be given as follows: By personal delivery, overnight delivery service (notice deemed effective one business day after dispatch); by facsimile or electronic mail if a transmission confirmation is received by the sending party (notice deemed effective on date confirmation is received); or by certified mail, return receipt requested, postage prepaid (notice deemed effective on fifth business day following placement in mail). Notice concerning this Agreement shall be sent, if to LibLime to:

Joshua Ferraro
CEO
LibLime
4016 Townsfair Way
Suite #220
Columbus OH 43219
Fax: (888) 564-2457

if to SFC to:

Spanish Fork City
Attn: City Manager
40 S. Main Street
Spanish Fork, UT 84660

with a copy to:

Spanish Fork Library
49 S. Main Street
Spanish Fork, UT 84660

Either party may change its address, email address or facsimile number for notice through thirty (30) days' prior written notice to the other party.

5.2 Non-solicitation. SFC shall not, during the term of this Agreement, and for one (1) year thereafter, directly or indirectly hire or attempt to hire any employee of LibLime without LibLime's prior written consent.

5.3 Independent Parties. The relationship between LibLime and SFC established by this Agreement shall be that of independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, coowners or otherwise as participants in a joint or common undertaking, or to allow SFC or LibLime to create or assume any obligation on behalf of the other party for any purpose whatsoever.

5.4 Waiver. No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

5.5 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

5.6 Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns, but neither party may, or shall have the power to, assign this Agreement or any rights granted hereunder without the prior written consent of the other, which consent shall not be withheld unreasonably; provided, however, that this Agreement or the rights granted hereunder may be assigned by LibLime without the consent of SFC either: (a) in connection with a merger or sale of all or substantially all of the assets of LibLime; or (b) to a direct or indirect parent, subsidiary or affiliate of LibLime.

5.7 Taxes. Any fees payable under this Agreement do not include any taxes and fees (including, but not limited to, any applicable withholding taxes and VAT or any other tax or fee) levied by any duly constituted taxing authority against the fees payable to LibLime hereunder. SFC shall be solely responsible for the calculation of and payment of any such taxes to the relevant taxing authority, and shall not reduce the amount of the fees payable for such tax payment.

5.8 Governing Law, Jurisdiction. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, excluding its conflict of law principles. THE EXCLUSIVE JURISDICTION FOR ANY ACTION RELATING TO THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE A FEDERAL OR STATE COURT IN UTAH, AND THE PARTIES HEREBY CONSENT TO SUCH EXCLUSIVE JURISDICTION AND IRREVOCABLY WAIVE AND SHALL NOT ASSERT ANY DEFENSES BASED ON LACK OF IN PERSONAM JURISDICTION, IMPROPER VENUE OR INCONVENIENT FORUM. Notwithstanding the foregoing, if and to the extent subsequent separate or ancillary proceedings in another U.S. court are necessary in order to enforce a judgment of the court in Ohio, or otherwise as is necessary to provide complete relief and full resolution of all issues in dispute, the parties may institute such subsequent separate or ancillary proceedings in any such U.S. or foreign court, and the parties hereby consent to the non-exclusive jurisdiction of such court and hereby waive any defenses therein based on lack of in personam jurisdiction, improper venue or inconvenient forum. Notwithstanding anything herein to the contrary, LibLime shall be entitled to interim relief or provisional remedies before any court having jurisdiction. SFC agrees to the admissibility of computer records and electronic evidence in any dispute herein.

5.9 Force Majeure. Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement if such failure is caused by any reason beyond its reasonable control including without limitation, any occurrence of any act of God, strike, industrial disturbance, or act of terrorism.

5.10 Remedies Nonexclusive. Any remedies provided herein are non-exclusive.

5.11 Compliance with Laws. Each party shall strictly comply with all applicable laws, rulings, and regulations and shall take no actions which would cause the other party to be in violation of any laws, rulings or regulations applicable to it.

5.12 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous representations, understandings and agreements related thereto. No change, amendment, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, amendment, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, SFC and LibLime have executed this Agreement on the date first above written.

Accepted for:

LibLime

By: _____

Title: _____

Accepted for:

Spanish Fork City

By: _____

Title: _____

By: _____

Title: _____

ADDENDUM A

PRODUCTS, SERVICES PRICING AND TERMS

Solution

Koha ZOOM Small Library Bundle (SLB), an enterprise-class Integrated Library System solution, delivered as a hosted service installed and maintained by LibLime. The following price schedule applies during the term of this Agreement:

System Component	Capital Cost	Operating Cost	Notes:
Koha ZOOM, Setup, Installation, Configuration(1)	\$5,000		
Data Migration(2)	\$7,500		
Training(3)	\$5,000		2 days on-site
LibLime Hosting, Maintenance and Support(4)		\$2,500	Per year
Total Cost	\$17,500	\$2,500	
Total 5-year Cost			\$30,000

Payment Terms

SFC agrees to make payment to LibLime for system components and services according to the following schedule and terms:

Component	Payment Schedule	Payment Due
Koha Setup, Installation, Configuration(1), Data Migration(2), Training(3), Hosting, Maintenance, Support for first year(4)	\$20,000	Upon execution of contract
LibLime Annual Hosting, Maintenance and Support(4)	\$2,500	Annually, on anniversary of system acceptance

Services included in the Koha ZOOM SLB package

The Koha ZOOM SLB pricing outlined above includes:

- Data migration services as detailed in Koha ZOOM SLB Data Migration Package Specifics below.
- Two days of on-site staff training
- Creation of a custom stylesheet to co-brand the OPAC with the library's website.

Koha ZOOM SLB Data Migration Package Specifics

LibLime data migration is a three phase process: extraction, insertion and integrity testing. LibLime will assist you in negotiating extraction of your data from your current system. These data items are migrated in the quantity(ies) and format(s) set forth in the table below.

Included in the *Koha ZOOM SLB*, LibLime inserts extracted data into the newly configured system, and performs a rigorous verification process to ensure the integrity of all bibliographic, item and patron data. The data migration package includes:

- Mapping of fields in your records to fields in Koha
- Migration of bibliographic, item and patron data from your legacy ILS systems
- Data integrity testing
- Configuring Koha to work with the patron categories and itemtypes defined in your data

Data migration table:

Record Type	Format (MARC, CSV, .XLS, etc.)	Record Count
Bibliographic (Unique title records)		70,600
Items		70,600
Patrons		8,300

Koha ZOOM SLB Additional Data Migration

The Koha ZOOM SLB package does not have any additional data migration options -- if you require additional data migration services, please inquire about the standard Koha ZOOM package.

Additional Services

SFC may opt-in to additional packages, development or customization services at the rates specified in Addendum A (below) during the term of this Agreement.

Additional Services	Cost	Notes:
On-site Training	\$2,500 per day	Travel expenses not included
Web-based Training	\$150 per hour	Minimum of 4 hours
Software Development	\$150 per hour	Minimum of 4 hours
Third-party integration services	\$150 per hour	e.g., SIP2 integration, telecirc, etc.

ADDENDUM B

KOHA ZOOM HOSTED SERVICE

TERMS AND CONDITIONS

STANDARD SUPPORT LEVEL

1. Services Provided. LibLime agrees to provide hosting, administration and maintenance services for the Koha ZOOM Open-Source Integrated Library System software (hereinafter "System") to SFC, according to the conditions and price agreed upon in Addendum A to the Solution and Service Agreement. LibLime will administer and service said System in accordance with the terms and conditions contained herein.

LibLime agrees to provide SFC with access to a customer support center for use in communicating the System status, questions about System usage and bug reporting. Usage of said customer support center is governed by these Terms and Conditions and any online published Terms of Use. LibLime agrees to provide SFC with updates to system software as released by the Koha project.

LibLime agrees to provide customized interface design for System including color scheme changes and style changes based on specifications of SFC. Said interface design will be based on existing LibLime templates and will not include major structural modification of said templates. LibLime agrees to maintain said templates as Koha project updates are released for the term agreed upon herein.

Problems of any kind can be reported through Liblime's online customer support center, on Liblime forums or by placing a telephone call to Liblime's support center. Liblime's toll-free customer support center is open Monday through Friday from 9:00am to 9:00pm EST. In the case of an emergency, leave a message on our automated voicemail system or through the online support center and we will contact you according to the targeted response times listed below.

Upon receipt of a support need report, Liblime will respond and provide a fix or workaround as follows:

Priority 1- Critical Priority Issues – A critical priority issue renders the software/hardware inoperable or causes the software/hardware to substantially fail. Examples of critical priority issues may include but are not limited to: hardware failure, data corruption or software misconfiguration resulting in system failure or damage. 30 minute response time.

Priority 2- High Priority Issues- A high priority issue degrades the performance and/or causes serious limitations to the use of the software/hardware. Examples of high priority issues may include: lack of functionality as designed, or workaround(s) provided that are difficult to implement. 4 hour response time

Priority 3- Medium Priority Issues- A medium priority issue has minor impact on overall system use. Examples of medium priority issues may include: data content formatting or representation inconsistencies, issues that are cosmetic in nature or enhancement requests. 48 hour response time

2. Term. The yearly maintenance and support term shall begin upon delivery of System (go live) and continue for a term of five (5) years.

3. Administrative Access. Administrative access to the System is required for the LibLime and its authorized agents. LibLime reserves the right to require and perform, at its discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the services provided. SFC agrees that LibLime has the right to monitor the servers electronically and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties.

4. Right to Deny Access. LibLime reserves the right to terminate or deny SFC access to the System without prior notice if SFC or any of its member libraries engages in any conduct or activities that LibLime in its sole discretion believes to be in violation of any of these terms and conditions. LibLime shall have no responsibility to notify any third-party providers of

services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

5. Indemnification. SFC agrees to indemnify, defend, and hold harmless LibLime from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from use of the System by SFC which damages SFC, LibLime, or any other party or parties without limitation or exception.

6. SFC Responsibilities. SFC agrees not to maliciously or intentionally interfere with the proper operation of the System or LibLime's server and network, including but not limited to defeating identification procedures, and impairing the availability, reliability, or quality of service. SFC agrees to adhere to any policies as published online by LibLime, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service by LibLime. SFC agrees to abide by any and all future policy decisions by LibLime.

SFC is responsible for setting up DNS entries to point URLs to the System upon project completion. SFC is responsible for maintaining SFC and member library local area network and Internet gateways for access to System as well as computers with network interface cards configured for Internet access and browsers for accessing the System. SFC is responsible for alerting LibLime when System does not behave as expected or when System is not available due to System downtime or network outage. SFC is responsible for cataloging of new item records and for inserting said records into System. SFC is responsible for generation of needed reports via System reporting module.

7. System Security and Data Integrity. LibLime takes reasonable measures to maintain the privacy and integrity of the data and files stored at System. However, SFC acknowledges that 100% security cannot be guaranteed in Internet systems. LibLime is not responsible for breaches in the system security, in any form. LibLime will provide off-site nightly backups of system software and data to ensure that SFC data and system setup will not be lost in the event of loss of System. LibLime will provide SFC nightly access to incremental backups via secure FTP upon request. LibLime acknowledges that all data in System belongs to SFC and LibLime agrees to provide SFC with all ILS data from System in standard formats at no cost to SFC upon request, provided that SFC's account is in good standing. LibLime agrees to provide SFC with all software source code and configuration data upon request, provided that SFC's account is in good standing.

8. System Availability. LibLime attempts to provide hosting service 24 hours a day, 7 days per week, excepting scheduled maintenance on System. However, LibLime cannot provide 100% availability since such availability cannot be guaranteed in the Internet. LibLime is not responsible for system unavailability due to SFC network instability.

9. Modification. LibLime reserves the right, in its sole discretion, to change the terms and conditions associated with its support center at any time by posting the changes on the associated website. Any changes are effective immediately upon posting to the website.

10. Severability. If any provision of these terms and conditions is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

11. Acknowledgement. By continuing to maintain any hosting services with LibLime, SFC is stating and acknowledging that SFC has read the aforementioned terms and conditions and that SFC understands such terms and conditions and agrees to be bound by them.

ADDENDUM C

DATA MIGRATION

1. Services Provided. This Addendum C applies to any data migration services provided by LibLime to SFC. Such data migration services will be carried out according to these terms and conditions.
2. SFC Responsibilities. SFC is responsible for extraction of data for use by LibLime in the data import process.
3. LibLime Responsibilities. LibLime is responsible for performing MARC bibliographic record normalization, MARC bibliographic record import, MARC authorities import (multiple authority schemas), transaction records import, and data integrity testing.
4. Data Ownership. LibLime acknowledges that all data in the Library-level product belongs to SFC. LibLime agrees to provide SFC with its ILS data from LibLime's system in standard formats at no cost to SFC upon request, provided that SFC's account is in good standing. LibLime agrees that it will not use any data in LibLime's system belonging to SFC for any purpose other than the delivery of services under this Agreement. LibLime agrees that it will not resell any data belonging to SFC for any commercial purpose benefiting LibLime without the written approval of SFC.
5. Data Extraction. LibLime will offer guidance to SFC on data extraction, but LibLime specifically disclaims responsibility for damaged or destroyed data as a result of such extraction. SFC is responsible for maintaining adequate back-up copies of data furnished to LibLime to enable LibLime to regenerate such data which, for any reason, is lost, damaged or destroyed. If SFC does not maintain adequate back-up data, LibLime's liability for lost, damaged or destroyed data shall be limited solely to media costs not to exceed the liquidated damages sum of \$500.00.
6. Termination. At termination of this Agreement, all data belonging to SFC will be removed from, and will no longer be maintained or accessible on, LibLime's system.

ADDENDUM D

SOFTWARE DEVELOPMENT TERMS AND CONDITIONS

1. Development Services Definitions. This Addendum D applies to any software development services to be developed by LibLime to meet SFC's requirements.

Upon SFC's request, and based on SFC's requirements, LibLime will write a requirements analysis report, design system proposal, write program code, test software and provide related technical support, and it will provide SFC with the related services that are agreed upon in this Agreement at the prices specified in Addendum A.

The Software development terms and conditions are specified below:

THE TERMS LISTED BELOW SHOULD HAVE THE FOLLOWING MEANINGS IN THIS ADDENDUM:

- a) "Software" refers to application programs that are to be developed by LibLime to meet SFC requirements and that will ultimately be handed over to SFC.
- b) "Technical services" refers to services that are provided in accordance with the provisions of the Agreement, such as Software design, installation supervision, installation, testing, debugging, inspection, Software operation, maintenance, support, and others.
- c) "The final test" refers to the last test before the Software goes into regular operation. The test contents include the operating stability of all of the Software's hardware and third party software and the stability of the Software and specially developed Software. The test also include the completeness of files and the suitability of training progress. After the Software passes the final test, it goes into regular operation.

2. System Design Proposal.

2.1 For each development request, LibLime shall draw up a design proposal that meets the project development requirements based on SFC's needs. After obtaining SFC's consent, this design proposal will be regarded as the basis for the development of said project.

2.2 After the project design proposal is approved by SFC, LibLime is not entitled to unilaterally revise this proposal. If this proposal needs to be revised upon LibLime's initiative, the new design proposal must be presented to SFC, and only upon obtaining SFC's consent, should such revised design proposal become effective.

2.3 If this proposal needs to be revised upon SFC's initiative, SFC should notify LibLime in writing, and LibLime should draw up a new design proposal as soon as possible based on SFC's needs and submit it for SFC's consent. If LibLime devotes more than eight hours of staff work because the revision scope is too large, both parties should determine through consultation the additional costs that SFC is required to pay.

3. Training.

3.1 For each development request, LibLime shall draw up a training program based on the project requirements. After obtaining SFC's consent, such training program will be regarded as the basis for the training.

3.2 LibLime shall provide technical training to SFC's technicians, and the time schedule for training will be jointly agreed upon by both parties.

4 System Acceptance Inspection.

4.1 Acceptance Inspection Criteria.

4.1.1 LibLime shall be responsible for drawing up the technical specifications, criteria, and progress plans for the final test of the Software, and for writing an "Acceptance Checklist." After the said proposal is approved and signed by SFC, it will be regarded as the basis for the final test and for the phased acceptance inspections of the Software. In order to ensure that the said project is completed in accordance with the predetermined schedule and quality, SFC is entitled to conduct regular inspections and acceptance inspections of the project. For the criteria for the acceptance inspections, see the "Acceptance Terms and Conditions" that is jointly signed by both parties. In the inspection process, if SFC discovers inappropriate issues in the original requirements, after obtaining the consent of LibLime, it may suitably revise the requirements; if the scope of the revision of the requirements is too large and increases LibLime's development difficulties, LibLime is entitled to claim for increased expenses.

4.1.2 LibLime consents to the organization by SFC of the relevant team of experts to conduct the final test of the Software, and shall send a representative to cooperate with SFC in the completion of the project acceptance inspection work.

4.1.3 SFC agrees to sign the initial test and final test reports with LibLime after the work is completed and the Software has passed the final test.

4.2 The Final Test of the Software.

4.2.1 After the installation and debugging of the Software is completed and the Software enters the test operation stage, if the Software operates smoothly for 15 consecutive days; the Software programs are stable; there is a complete set of files, and appropriate progress has been made in training, the Software is ready for the final test. After the end of its test operation stage, the Software can undergo its final test, and LibLime will present a written final test request.

4.2.2 SFC must organize the final test of the Software within one week after receipt of LibLime's final test request.

4.2.3 Before the final test, LibLime should provide all of the construction project files and the installation test report, and it should provide the final test files. The final test may proceed after SFC's consent is obtained.

4.2.4 The final test of the Software should be carried out with the participation of SFC's technicians and in accordance with the provisions of the "Acceptance Terms and Conditions," and SFC's technicians will conduct the specific test work. The test results should be recorded in detail, and the participating staff of both parties should sign and certify each item. The entire test results must be signed by the representatives of both parties.

4.2.5 After the Software passes the final test, the "System Final Test Report" should be signed by the representatives of both parties within two days after the completion of the test.

5. Quality Assurance. LibLime is responsible for providing SFC with technical training and technical advisory services in order to ensure that the Software can operate in accordance with the stipulated criteria under the conditions of correct configuration, a good environment, and proper maintenance.

6. Service and Maintenance.

6.1 LibLime shall draw up a service and maintenance program as part of a project proposal. After it is approved by SFC, it will be regarded as the basis for the services and maintenance work.

6.2 During the project implementation process and after the Software goes into operation, LibLime shall provide SFC with the relevant services and maintenance in accordance with the service and maintenance program.

7. Patents and Intellectual Property Rights ("IPR").

7.1 LibLime guarantees that neither the Software source code nor any part of the software libraries that it provides to SFC for use in any development project is subject to claims or legal proceedings filed by a third party concerning infringements of its patents trademarks, industrial designs, or other protected rights. All disputes that consequently arise will be handled by LibLime, and SFC assumes no legal liability.

7.2 LibLime holds the entire IPRs to any and all Software developed.

8. Software Copyrights and Use Permission.

8.1 Copyrights. All Software that is developed by LibLime in a given project is developed with the authorization of SFC, and its Software copyrights belong to LibLime.

8.2 Ownership and Naming Rights. The ownership or naming rights to the Software are not transferred to SFC.

8.3 License. LibLime guarantees that the Software will be made available under the terms of the GNU General Public License attached as Addendum E.

ADDENDUM E

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

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0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The “Program”, below, refers to any such program or work, and a “work based on the Program” means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term “modification”.) Each licensee is addressed as “you”.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program’s source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING,

REPAIR OR CORRECTION.

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END OF TERMS AND CONDITIONS

ADDENDUM F

WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

WARRANTIES AND DISCLAIMERS. LIBLIME REPRESENTS AND WARRANTS TO SFC THAT LIBLIME HAS THE SKILLS, RESOURCES AND EXPERTISE TO PROVIDE AND SHALL PROVIDE ALL SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH THE HIGHEST INDUSTRY STANDARDS OF QUALITY AND INTEGRITY. LIBLIME REPRESENTS TO SFC THAT TO THE BEST OF ITS KNOWLEDGE LIBLIME'S PRODUCTS DO NOT INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND THERE IS CURRENTLY NO ACTUAL OR THREATENED SUIT AGAINST LIBLIME BASED ON ALLEGED VIOLATION OF SUCH INTELLECTUAL PROPERTY RIGHTS. LIBLIME REPRESENTS AND WARRANTS TO SFC THAT THE PRODUCTS PROVIDED UNDER THIS AGREEMENT SHALL: (A) CONTAIN THE FUNCTIONALITY SPECIFIED IN THE APPLICABLE DOCUMENTATION, SPECIFICATIONS, AND SERVICE LEVELS; AND (B) FOR THE PERIOD SPECIFIED OR, IF NO TIME FRAME FOR A WARRANTY IS SPECIFIED THEREIN, ONE (1) YEAR FROM THE DATE OF ACCEPTANCE (THE "WARRANTY PERIOD"), OPERATE WITHOUT DEFECT IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION, SPECIFICATIONS, AND SERVICE LEVELS. LIBLIME SHALL CORRECT, AT NO ADDITIONAL COST OR EXPENSE TO SFC, ANY FAILURE OF THE PRODUCT TO OPERATE IN ACCORDANCE WITH THE WARRANTIES SET FORTH ABOVE. THIS WARRANTY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR THE APPLICABLE WARRANTY PERIOD.

EXCEPT AS OTHERWISE PROVIDED ABOVE, LIBLIME MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO SFC. THIS AGREEMENT GIVES SFC SPECIFIC LEGAL RIGHTS. SFC MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LIBLIME SHALL NOT BE LIABLE TO SFC OR ANY THIRD PARTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF THIS AGREEMENT, DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF LIBLIME HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LIBLIME OR IN THE EVENT OF PERSONAL INJURY OR DEATH. IN NO EVENT SHALL THE LIABILITY OF LIBLIME FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE OF ANY TYPE EXCEED IN THE AGGREGATE THE AMOUNT PAYABLE TO LIBLIME UNDER THIS AGREEMENT FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE DAMAGES, ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED.

CLAIMS NOT MADE WITHIN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CLAIM SHALL BE DEEMED WAIVED. SFC AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS ADDENDUM F ARE FAIR AND REASONABLE.

ADDENDUM G

ACCEPTANCE TERMS AND CONDITIONS

1. Acceptance Process. Following installation of the Solution, LibLime will begin data import and data testing. This constitutes the beginning of the Acceptance Period. During the Acceptance Period, LibLime and SFC will perform application tests at designated locations to clarify open questions about the product requirements, to give SFC feedback on the deployment process, and to improve common understanding of any problems to be solved. Upon completion of all work, SFC will perform acceptance tests as directed by LibLime to confirm that the Solution meets expectation. When acceptance tests have been successfully completed, SFC will complete an Acceptance Sign-Off confirming acceptance of the Solution, and the Acceptance Period is concluded.
2. SFC Responsibilities. If during the Acceptance Period, SFC determines that the Solution do not: (a) function substantially in accordance with LibLime's specifications; (b) demonstrate compatibility and conformity to user documentation and operating manuals furnished by LibLime; and/or (c) successfully perform the designated acceptance tests, SFC shall promptly notify LibLime in writing, specifying the area of noncompliance.
3. LibLime Responsibilities. LibLime will work with SFC to resolve any area of noncompliance during the Acceptance Period. LibLime will prepare and review an Acceptance Checklist with SFC prior to Acceptance Sign-Off, and will also review test results with SFC prior to Acceptance Sign-Off.
4. Payment Non-Refundable. All setup, installation, configuration, integration and data migration fees due under this Agreement are non-refundable once SFC has executed the Acceptance Sign-Off for the Service.

SAMPLE ACCEPTANCE SIGN-OFF

Proof of Compliance:

- Acceptance Checklist completed and attached
- Test Results attached
- Outstanding Issues with Resolution Plans attached

The Service conforms to agreed specifications.

Signature of SFC Representative

Date

Name/Position

Signature of LibLime Representative

Date

Name/Position



**EQUIFAX INFORMATION SERVICES LLC
AGREEMENT FOR SERVICE
(TELECOMMUNICATIONS AND UTILITIES)**

This Agreement ("Agreement") is dated and is **effective** _____, 200____ ("Effective Date") and is made between Equifax Information Services LLC ("Equifax") and _____ ("Client") so that Client and its affiliates listed on Exhibit A may acquire various information services (the "Information Services") from Equifax. Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1. Scope of Agreement. This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit A ("Client Affiliates"), Exhibit B ("Information Services"), Exhibit C ("Pricing") and Exhibit D ("Vermont Fair Credit Reporting Certification"). If there is a conflict between the general terms and conditions and any Exhibit, the provisions of the Exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by Equifax to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by Equifax, unless the service is furnished pursuant to a separate written agreement with Equifax, executed and effective after the effective date of this Agreement, and containing an "entire agreement" or "merger" clause. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and that relates to any of the Information Services named in Exhibit B, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. Users. Equifax will provide its Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in Exhibit A, which are and will be at all times entities, which are controlled by, or are under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement, and Client's signature to this Agreement will bind each Client Affiliate. At Equifax's request, Client will cause any Client Affiliate to provide Equifax with written certification substantially similar to the one made by Client in Section I.3. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

3. FCRA Certifications. Client certifies that it will order Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA") only when Client intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the following FCRA permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation

of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; or, (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account. Client will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose. CLIENT IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES.

California Law Certification:

Client will refer to Exhibit B.VI. of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in Exhibit B.VI:

(PLEASE CHECK THE APPROPRIATE LINE BELOW)

Client certifies that it ____ IS or ____ IS NOT a "retail seller", as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit B.VI. of the Agreement, and ____ DOES or ____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification:

Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e and applicable Vermont Rules were received from Equifax, as referenced on Exhibit D.

4. Territory. Client may access, use and store the Information Services (for purposes of this Section 4 and Section 6 below, "Information Services" shall include without limitation all information and data provided or obtained through use of the Information Services) only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Client may not access, use or store the Information Services at or from, or send the Information Services to, any location outside of the Permitted Territory without first obtaining Equifax's written permission.

5. Access. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax will provide reasonable consultation to Client to assist in defining those hardware and software needs.

6. Service Providers. Client may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Information Services on its behalf without first obtaining Equifax's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with Equifax. The territorial provisions in Section I.4 are fully applicable to Client's Service Provider; accordingly, the Service Provider may not access, use or store the Information Services on behalf of Client from or in, or send the Information Services to, any location outside of the Permitted Territory, unless Client and the Service Provider have first obtained Equifax's written permission.

7. License of Information. Equifax grants a non-exclusive license to Client and each Client Affiliate to use the information provided through the Information Services only as described in this Agreement. Client and each Client Affiliate may reproduce or store the information obtained from Equifax solely for each of their respective own uses in accordance with this Agreement, and will hold all information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to each other or any others unless required by law, or unless Client first obtains Equifax's written consent; provided, however, that Client or Client Affiliate, as applicable, may discuss information in a consumer report with the subject of that consumer report when Client or Client Affiliate has taken adverse action against the subject based on the consumer report. Neither Client nor Client Affiliates will provide a copy of the consumer report to the consumer, except as may be required by law or approved in writing by Equifax, except in any state where this contractual prohibition would be invalid. Client will refer the consumer to Equifax whenever the consumer disputes information in a consumer report disclosed by Client. Client will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

8. Compliance with Laws. Client will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

9. Audits. Equifax may, from time to time, conduct various audits of Client's practices and procedures to determine Client's compliance with this Agreement. Client will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Client's facilities during normal business hours, and upon reasonable notice. In addition, Equifax may conduct audits by mail that may require Client to provide documentation regarding permissible purposes for particular consumer reports ordered by Client.

II. REPORTING OF ACCOUNT INFORMATION

When Client agrees to provide its account information in connection with its receipt of Information Services, or when required as a condition (as specified in Exhibit B) of receiving a particular type of Information Service ordered by Client, Client

will prepare and deliver to Equifax, each month and at Client's expense, its most current account information (the "Information"), in a mutually agreeable form and medium, on consumers that have credit accounts with Client. Without limiting the generality of the foregoing, Client will encrypt all Information as directed by Equifax, and further, with respect to the Information, Client agrees to comply with such other data security policies as Equifax may from time to time make known to Client in writing. For avoidance of doubt, Client understands and agrees that its compliance with the security policies of Equifax will not relieve Client of the obligation to observe any other or further contractual, legal, or regulatory requirements, rules or terms applicable to the security of the Information, nor does Equifax assume any responsibility or liability for the security of the Information prior to the time Equifax receives it. At its expense, Equifax will incorporate the Information into Equifax's computerized credit reporting system. Client acknowledges and agrees that Equifax will not return any physical media if that is the method of delivery used to provide the Information to Equifax. Equifax will destroy all such physical media through the use of reasonable procedures designed to assure that it cannot be practicably read or reconstructed. Information so incorporated will become the property of Equifax in order for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing, list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided, however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Client furnishes to Equifax on Client's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations. Client will notify Equifax immediately upon learning that information supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting information that is inaccurate. Client may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies.

III. PRICING

Client will pay Equifax for the Information Services pursuant to the terms of the body of this Agreement and Exhibits B and C. If not specifically stated in Exhibit C, the price for a service will be Equifax's standard price for that service in Equifax owned territory and the Equifax System Affiliate's standard price for that service in System Affiliate owned territory.

The prices in Exhibit C are effective for the term stated in Exhibit C, and are (a) not renewable unless otherwise provided in Exhibit C, (b) subject to modification by Equifax on the one year anniversary of this Agreement and subsequently at intervals of no less than one year, upon thirty (30) days prior written notice of any price changes, (c) will expire on the date stated in Exhibit C or on the date the Agreement terminates if that occurs prior to the expiration date in Exhibit C, and (d) exclusive of any regulatory recovery fees or surcharges established by Equifax from time to time to recover its costs of compliance with various laws and regulations.

Unless otherwise specified, Client will pay for all Information Services, including the fees described in (d) of the preceding sentence invoiced to Client, no later than twenty (20) days from the date of Equifax's invoice. Interest will accrue daily on all amounts not timely paid at the rate of 1.5% per month. The prices/fees are also exclusive of any excise, use or similar taxes. It is Client's sole responsibility to pay those taxes; and Equifax may separately invoice them.

IV. TERM AND TERMINATION

1. This Agreement will remain in full force and effect for one year from the Effective Date. Thereafter, it shall automatically renew for additional one year periods unless a written notice of intent not to renew is provided by one party to the other party at least thirty (30) days prior to the end of the then current one-year term.

2. This Agreement will terminate during any current term (a) upon written agreement of the parties; (b) in the event that Equifax or Client ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement.

In addition, if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with thirty (30) days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation.

3. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within,

the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Client objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4. The obligations of Sections V, VI and all other indemnification, defense and hold harmless obligations will survive the termination of this Agreement.

V. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT, NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, ANY INFORMATION OR IN PROVIDING THE INFORMATION SERVICES OR ANY INFORMATION. Client recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access. CLIENT WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CLIENT'S BREACH OF SECTIONS 1.3, 1.7, 1.8, VII. OR EXHIBIT B OF THIS AGREEMENT.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

VI. CONFIDENTIALITY

Client agrees to hold in confidence all consumer report information received through the Information Services provided by Equifax, except as provided in Section 1.7. Each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this Agreement, including the terms of this Agreement and the pricing terms contained in Exhibit C, consist of confidential and proprietary data. Each Recipient

will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request. Thereafter the disclosing party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information. Each party will indemnify, defend and hold harmless the other from and against any direct and actual loss, cost, liability and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this Section VI. The rights and obligations of this Section VI (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Information Services, will survive the termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) with respect to all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

VII. DATA SECURITY

VII. DATA SECURITY

1. This Section VII applies to any means through which Client orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Client will not order or access the Information Services via the Internet without first obtaining Equifax's written permission.

For the purposes of this Section VII, the term "Authorized User" means a Client employee that Client has authorized to order or access the Information Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Information Services, and the information provided through same, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

2. Client will:

(a) ensure that only Authorized Users can order or have access to the Information Services,

(b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement,

(c) ensure that all devices used by Client to order or access the Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,

(d) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Client security codes, any telephone access number(s) Equifax provides, and any passwords Client may use, to those individuals with a need to know, changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware Client uses to order or access the Information Services,

(e) in no event access the Information Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,

(f) not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the Information Services. In addition, Equifax Information must be encrypted when not in use and all printed Equifax Information must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

(g) if Client sends, transfers or ships any Equifax Information, encrypt the Equifax Information using the following minimum standards, which standards may be modified from time to time by Equifax: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms

(h) monitor compliance with the obligations of this Section VII, and immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity,

(i) not ship hardware or software between Client's locations or to third parties without deleting all Equifax Client number(s), security codes, telephone access number(s) and Client user passwords,

(j) If Client uses a third party vendor to establish access to the Information Services, be responsible for the third party vendor's use of Client's member numbers, security access codes, or passwords, and Client will ensure the third party vendor safeguards Client's security access code(s) and passwords through the use of security requirements that are

no less stringent than those applicable to Client under this Section VII,

(k) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment, and

(l) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information of records.

3. If Equifax reasonably believes that Client has violated this Section VII, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section VII.

VIII. MISCELLANEOUS

1. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of Client, the sale of all or substantially all of the assets of Client, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of Client by any person, or group of persons acting in concert, shall constitute an assignment for the purposes of this section. Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.

2. Consent to Breach Not Waived. Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

3. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: General Counsel, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a)

by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested. Notice to Client will be sufficient notice to all Client Affiliates.

4. Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Client and of Equifax, or as otherwise expressly provided in this Agreement. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

6. Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

7. Applicable Law. This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law.

8. Independent Contractor. Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

9. Subcontractors. Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

10. Headings. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

11. Authority. Equifax's delivery of the services Client orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal (s) set forth below.

IMPORTANT: You must respond to the California Certification box on page one, or access to Equifax Information Services may be delayed.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT: _____

ADDRESS: _____

Signed by: _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT B

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, Additional Terms and Conditions that apply to those Information Services and other Special Terms and Conditions that may affect the provision of Information Services to Client. **Client's authorized representative must place his or her initials in the appropriate blanks below to indicate which Information Services will be ordered by Client and Client Affiliates.** Client and Client Affiliates agree to abide by the Additional Terms and Conditions and Special Terms and Conditions that apply to those Information Services.

EQUIFAX INFORMATION SERVICES

NOTE: Please initial the Information Service(s) to be provided on the effective date of this Agreement. Additional services may be requested with written notice to Equifax.

B.I STANDARD INFORMATION SERVICES

- _____ Full DTEC™
- _____ EXCHANGE SM 2000
- _____ MultiVision® Platform
- _____ MultiVision® for Windows
- _____ POSITIVE ID®
- _____ Recovery Report
- _____ SAFESCAN®

B.II CREDIT SCORE INFORMATION SERVICES

- _____ Advanced Energy Risk Assessment ModelSM
- _____ Advanced Wireless Risk ModelSM
- _____ BEACON®
- _____ Telco 98SM Risk Assessment Model
- _____ VantageScoreSM

B.III PRESCREEN SERVICES

- _____ Custom Prescreen Service

B.IV ACCOUNT REVIEW SERVICES

- _____ Customer Portfolio ReviewSM
- _____ Monthly Portfolio ReviewSM
- _____ Portfolio VisionTM

B.V ANCILLARY SERVICES

- _____ Trans-Border Information/North American Link

B.VI SPECIAL TERMS AND CONDITIONS

- California Retail Seller
- Compliance Fair Isaac Conditions

B.I. EQUIFAX STANDARD INFORMATION SERVICES INFORMATION

Following are descriptions of core services provided by Equifax and additional terms and conditions applicable to those specific Information Services.

(1) Full DTEC - is a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Client certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Agreement.

(2) EXCHANGE 2000 – is an automated database-matching service, available to subscribing telecommunications, energy and utility companies throughout North America that compares new-applicant information with delinquent account data contributed by the member companies that is filed and stored on the EXCHANGE System. The Service assists in identifying potential financial risks and locating consumers who have delinquent accounts.

(A) Reporting of Information. Client agrees to furnish, at least monthly, in a format approved by Equifax, information regarding Client's accounts, including, at a minimum: current listings of customer service applications, unpaid closed accounts of \$25 or more, and updates to unpaid closed accounts reflecting their current status. The current listings will cover the period from the cut-off date of the previously submitted magnetic tape through the present cut-off date.

(B) Client Information. All information filed, stored and processed through the EXCHANGE System is treated as confidential and is provided unique identification codes, which identifies Client and prevents unauthorized access and retrieval. Client's information is fully separable from other Equifax customer information and is considered proprietary in nature.

(C) Client Certification. Client understands that EXCHANGE reports are consumer reports and may only be ordered pursuant to Section 1.3 of the Agreement.

(3) MultiVision Platform – is a mid-range platform available to telecommunications and utilities clients that allows access to multiple external databases for standard and customized based information solutions. There is a monthly minimum charge for this service.

(4) MultiVision for Windows - is a windows-based software program developed by Equifax, providing on-line access to multiple external databases for standard and customized information based solutions. MultiVision provides multiple connectivity capabilities to Equifax services. MultiVision was developed by Equifax Telecommunications and Utilities Solutions specifically targeting small- to medium-sized communications, utilities and energy providers, but has been expanded for applications for other industries.

(A) Grant of Right. Equifax grants to Client a non-exclusive, non-transferable, non-assignable limited right to use copies of a certain software system and related documentation known as **MultiVision** (which term includes all present and future modifications, enhancements, versions and releases of that software system, which may be provided via PC or Network Server) (the "System"), under the terms of this Agreement. Client's rights under this Agreement are those of a licensed user only. The System will at all times remain the property of Equifax. Equifax may, at its option, enhance the System's functionality, utility or efficiency by producing new versions of the System during the term of this Agreement.

(B) Deliverables. Equifax will deliver to Client one (1) copy of the System software and one (1) copy of the user documentation for each licensed workstation. Equifax reserves the right to charge Client in accordance with the fees established in Exhibit "C" for any on-site installation or training which may be requested by Client.

(C) Use Restrictions and Confidentiality. Client will use the System solely for the purpose of risk assessment and identification of Client's applicants for service. Client will hold all software programs and documentation received from Equifax in trust as proprietary or confidential materials. No copying or use of the System is permitted except as expressly set forth in this Agreement. Client may not sell, publish, disclose, display, sub-license, reverse-engineer, reverse compile, or otherwise make available, in whole or in part, the System, or any modifications, enhancements of, or derivative products from the System, or allow any third party to take any of the foregoing actions. If Equifax reasonably determines that Client is attempting to make use of, license, or convey any part of the System in a manner contrary to the terms of this Agreement, Equifax will have, in addition to any other remedies available to it, the right to equitable relief enjoining such action, without the necessity of posting a bond or other security or proving the inadequacy of monetary damages.

(D) Return of Software. Upon termination of this Agreement for any reason, Client will return to Equifax all original programs, documentation and similar materials provided by Equifax. Client will also furnish, upon request, a written statement certifying that through Client's best efforts, and to the best of Client's knowledge, the original and all copies of these materials, including derivatives thereof, have been returned to Equifax or have been destroyed.

(5) POSITIVE ID - is a service designed to verify an applicant's identity at the application stage using the Social Security number provided by Client to search the Equifax consumer credit database and other requested on-line databases. The service returns, in a single, concise consumer report, a message indicating "match", "no match"

or "no record found", along with full name, current and former addresses, age and employer when available, and other names and addresses associated with the applicant's Social Security number. The service offers optional fraud protection features using SAFESCAN, and optional follow-up searches via the DTEC or DL Advantage services. Optional scoring models are also available with this service.

(6) Recovery Report - is a truncated credit report for collections with the most recent eighteen (18) month window of tradeline history and no payment history for those trades. Recovery Report is not a full credit report. Client will use Recovery Report only for the collection of a credit account with the consumer subject of the Recovery Report, and will not use Recovery Report for the extension of credit.

(7) SAFESCAN - is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. If Client orders the SAFESCAN service, then Client will furnish to Equifax for inclusion in Equifax's SAFESCAN System any data that Client knows, or suspects, to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Client will not use an alert or warning message from the SAFESCAN System in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer who has applied to Client for credit.

BII. CREDIT SCORE INFORMATION SERVICES

Equifax may provide various scoring services ("Credit Score Information Services") to Client under this Agreement, in conjunction with various "Standard" Information Services or the Prescreen or Account Review Services. Client will abide by the additional terms and conditions relating to the Credit Score Information Services.

Additional Terms and Conditions for Credit Score Information Services

1. Disclosure of Scores. Client will hold all information received from Equifax in connection with any Credit Score Information Services received from Equifax under this Agreement in strict confidence and will not disclose that information ("Scores") to the consumer or to others except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

2. ECOA Statements. Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Scores are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Credit Score Information Services were designed particularly (as stated in Exhibit B for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Credit Score Information Services on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B.

3. Release. Equifax does not guarantee the predictive value of the Scores with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge.

Audit of Models. Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.

Description of "Standard" Credit Score Information Services

1. Advanced Energy Risk Assessment Model ("Energy Model") – is a credit scoring model, developed for the energy industry from extensive industry data, which applies customer criteria and advanced scoring techniques to predict the likelihood of a service applicant or existing customer becoming a serious credit risk.

2. Advanced Wireless Risk Model ("Wireless Model") – is a credit scoring model which predicts the likelihood of a service applicant or existing customer becoming a serious credit risk. The model was built specifically for the wireless communications industry.

3. BEACON - is a credit scoring service based on a model developed by Fair, Isaac Corporation ("Fair, Isaac") and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed. Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement for Beacon, and for collection of all fees for the service.

4. Telco '98SM Risk Assessment Model ("Telco Model") - is a credit scoring model that predicts the likelihood of a service applicant or existing customer becoming a serious credit risk. The model was built for the telecommunications industry. Equifax Credit Prescreen Services are a type of consumer reporting Information Service in which a list of consumer names provided by Client will be processed against an Equifax database ("List Edit"), or a list or lists may be generated from the Equifax consumer credit information database ("Direct Extract") pursuant to custom criteria provided by Client or using Equifax pre-programmed prescreen services. Equifax will perform Direct Extract services only if Client provides, or if not currently providing, agrees to provide by a date certain specified by Equifax, its complete account information, as provided in Section II of the Agreement. The following

additional terms and conditions apply to the Credit Prescreen Services.

5. VantageScoreSM - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Client's receipt and use of VantageScore:

End User Terms for VantageScore – Client will request VantageScores only for Client's exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScores. Client shall not use the VantageScores for model development or model calibration and shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (iv) as required by law.

BIII. PRESCREEN SERVICES

Equifax Credit Prescreen Services are a type of consumer reporting Information Service in which a list of consumer names provided by Client will be processed against an Equifax database ("List Edit"), or a list or lists may be generated from the Equifax consumer credit information database ("Direct Extract") pursuant to custom criteria provided by Client or using Equifax pre-programmed prescreen services. Equifax will perform Direct Extract services only if Client provides, or if not currently providing, agrees to provide by a date certain specified by Equifax, its complete account information, as provided in Section II of the Agreement. The following additional terms and conditions apply to the Credit Prescreen Services.

Additional Terms and Conditions for Prescreen Services

1. Client Certifications - Client certifies that it has a present intention to grant credit to all individuals on any final prescreen list for its prescreen programs, and that each individual on the prescreen list, after all prescreen processing has taken place, will be made a firm offer of credit or insurance (as that term is defined in the FCRA). Provided Client is in compliance with the FCRA, that offer may be conditioned on the consumer continuing to meet the selection or any applicable criteria bearing on creditworthiness or if applicable, being able to furnish any required collateral provided it was established before the selection of the consumer for the offer of credit or insurance. Client warrants that at no other time will Client take adverse action, as defined in the ECOA, with respect to any applicant on the basis of any prescreen services. Client agrees that it will use the prescreen services solely in connection with its prescreen program(s).

2. Prescreen Inquiries - Equifax will maintain prescreen inquiries on consumer files for 12 months. Client will maintain on file for three (3) years the selection criteria, along with other criteria used to determine creditworthiness, and any collateral requested as a condition of the offer.

3. Verification Reports - Client may request full credit reports after a prescreen program on those consumers who accept Client's offer of credit or insurance. Those back end reports may be used only to verify (1) that the consumer continues to meet the specific criteria used to select the consumer for the offer; or (2) the information in the consumer's application for the credit or insurance, to determine that the consumer meets the specific criteria bearing on credit worthiness or insurability.

4. Authorized Agent - Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement for Beacon[®] and Revenue Evaluator[®], and for collection of all fees for these services. From time to time, Equifax and/or Fair, Isaac may update and/or enhance Beacon and Revenue Evaluator.

5. Net Prescreen Name Counts - Client agrees that it will submit to Equifax net counts on the number of names to which Client made prepared offers of credit in connection with a prescreen program within ninety (90) days after the date Equifax shipped the list of names to Client or Client's processor.

6. Re-Use of Names - Client may re-use names provided by Equifax in a prescreen program solely to make follow up mailings or contacts with the consumers in connection with

the same firm offer of credit or insurance originally made to the consumer, and for no other purpose, at the rates agreed to by the parties. Client will provide Equifax with a tape of names re-used, each time they are re-used, to post a Promotional Inquiry, unless the re-use is only a follow-up to the original offer. Re-use of names may result in additional charges based on the time frame names are re-used.

7. Third-Party Processors - Client must notify Equifax if Client desires to use third party processors in connection with any prescreen program. Equifax will cause each third party processor to execute Equifax's standard third party agency agreement, or a similar agreement acceptable in form and substance to Equifax, before Equifax will provide any lists or information to that third party processor. Equifax will not be liable for any actions or inactions of the third party processor in connection with the prescreen program.

8. Social Security Numbers - Equifax is prohibited by law from providing complete Social Security numbers to Client in connection with a prescreen program. Pursuant to industry practices, Equifax will truncate one digit of each Social Security number returned to Client, and Client understands and agrees that those numbers will only be used internally for identification purposes in connection with solicitation respondents. Client will not allow the numbers to show on the mailing face of the offer, nor will Client use them in the solicitation materials.

9. List Monitor Methods - In connection with any credit prescreen program, any list of approved names may contain decoy names. Client will not, and will not permit the third party processor, to remove the decoy names except in the normal course of eliminating names.

10. Minimum Names - Regardless of elimination of prescreen names by any third party processor, Client will pay for a minimum of fifty percent (50%) of the gross prescreen names at the time of shipment by Equifax to the processor or to Client. In addition, Client agrees to pay \$0.01 per name not used in any prescreen program, subject to a maximum of fifty percent (50%) of the names shipped from Equifax for each prescreen project.

11. Post Processing Eliminations - In addition to other amounts payable for prescreen projects, Client will pay \$0.005 per surviving name, per project, for each of the following post-processing elimination functions performed by Equifax: Nthing (priority), Special Output Sort, Client Elimination by Special Tape, Archive Elimination, Household Split, Social Security Number Reduce and Social Security Household Drop. Address Standardization is also available at an additional cost of \$0.01.

12. Reject Criteria - Client may request that Equifax develop and provide to Client's processor a tape of consumers who did not meet Client's prescreen program criteria for the sole purpose of matching those names against the names of those consumers who did qualify, and disqualifying those matching names. Neither Client nor Equifax will inform processor that the tape represents consumers who did not meet the criteria. Processor will use the tape to purge names from the qualified list. Processor will not match or overlay the reject tape names from Equifax with tapes or names from any other source unless instructed to do so by Equifax and Client.

13. Criteria Audits - Equifax will provide Client with the opportunity to audit a sample of the credit file on the prescreened list to compare to Client's prescreened criteria, when the prescreening for the agreed-upon geographic sample is completed. If the prescreened list samples do not meet Client's prescribed prescreening criteria, Equifax will make programming corrections until the sample meets Client's originally prescribed criteria. After completion and approval of the audit, Client will accept the resulting prescreened list of qualified names produced from the audited criteria programs.

14. Cancellation of Program - If Client cancels a prescreen program prior to batch execution of the program, Client will pay Equifax its incurred data processing costs plus fifty percent (50%) of the incurred data processing costs. If Client cancels a prescreen program after the batch execution of the program has been completed, Client will pay Equifax fifty (50%) of the total price of the canceled program. Client may not cancel a program after Equifax has provided the names to Client or its processor.

15. Data Attributes - Client may obtain certain additional items of information regarding consumers as agreed between the parties on a project-by-project basis in connection with Prescreen Services. If Data Attributes are delivered to Client's processor in connection with Credit Prescreening Services, Client agrees not to identify the meaning of the Data Attributes to that processor.

16. Additional Terms for Prescreen Services - The parties acknowledge that they have not addressed in this Agreement all of the terms and conditions that will apply to use of the Prescreen Services. The parties agree that prior to use of any Prescreen Services, the parties will agree on the additional terms and conditions and will record those agreements in writing on a program-by-program basis. Any terms in those subsequent writings that conflict with the terms and conditions of this Agreement will apply only to the specific program for which that writing was made, unless that writing expressly provides that its conflicting terms govern over the conflicting terms in this Agreement. All documents related to Prescreen Services programs must be executed by both parties to be enforceable.

17. Project Minimums - All programs are subject to minimum prices that are set for all services.

Description of Custom Prescreen Service

Custom Prescreen Service - is a service where a list of consumer names provided by Client in a format mutually acceptable to Client and Equifax, will be processed against Account Review Services utilize the information contained in the Equifax consumer credit database to monitor and report the credit-related activity and conditions of a subscriber's customers

B.IV ACCOUNT REVIEW SERVICES

Account Review Services utilize the information contained in the Equifax consumer credit database to monitor and report the credit-related activity and conditions of a subscriber's customers. The following terms and conditions apply to the Account Review Services provided by Equifax.

Terms and Conditions for Account Review Services

1. Use of Service - Client agrees that it will use the Account Review Services only to determine future credit relationships with its customers and will properly advise its customers of the reasons for any adverse action taken.
2. Cross-Selling Offers of Credit - Whenever Client intends to use Account Review Services consumer report information to make an unsolicited offer of a product to a consumer, that offer must be a pre-approved firm offer of credit.
3. Cancellation of Program – If Client cancels an Account Review Services program prior to batch execution of the program, Client will pay Equifax its incurred data processing costs plus fifty percent (50%) of the incurred data processing costs. If Client cancels an Account Review Services program after the batch execution of the program has been completed, Client will pay Equifax fifty (50%) of the total price of the canceled program. Client may not cancel a program after Equifax has provided the names to Client or its processor.
4. Data Attributes - Client may obtain certain additional items of information regarding consumers as agreed between the parties on a project-by-project basis in connection with Account Review Services.

Additional Terms for Account Review Services - The parties acknowledge that they have not addressed in this Agreement all of the terms and conditions that will apply to use of the Account Review Services. The parties agree that prior to use of any Account Review Services, the parties will agree on the additional terms and conditions and will record those agreements in writing on a program-by-program basis. Any terms in those subsequent writings that conflict with the terms and conditions of this Agreement will apply only to the specific program for which that writing was made, unless that writing expressly provides that its conflicting terms govern over the conflicting terms in this Agreement. All documents related to Account Review Services programs must be executed by both parties to be enforceable.

Description of Account Review Services

- (1) Customer Portfolio Review – is a service which reviews the credit related activity and conditions of Client's customers using Client's custom criteria and a computer tape from Client detailing the accounts to be reviewed. Readi-ReviewSM is one type of Client Portfolio Review service involving precoded account management criteria.
- (2) Monthly Portfolio Review – is a service which monitors the monthly credit related activity and conditions of Client's customers using predefined criteria that can be refined with custom criteria.
- (3) Portfolio Vision - is a reporting application with ad-hoc query capabilities that allows an Equifax customer to view aggregated attribute statistics for their portfolio, as well as benchmarks against their target market and total market.

B.V ANCILLARY SERVICES

1. Trans-border Information. Client may from time to time request Information Services on consumers having credit histories accumulated outside of the United States. If that information is available under the terms of this Agreement, Equifax may facilitate Client's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier"). Client's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section I.3 and Section II) and this Agreement will be deemed to be a separate agreement between Client and the applicable International Supplier directly, with Equifax having entered into that agreement with Client on behalf of the International Supplier. Client further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Client from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services. In addition, Client acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Client will comply with those applicable laws and regulations regarding Client's receipt and use of the information. Client certifies that either (i) Client will not request Information Services regarding residents of Canada, or (ii) Client has received and read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces; Client understands and agrees that the Provincial Legislative Overview is provided as a courtesy, does not constitute legal advice and, by its nature, is only a summary of some pertinent requirements imposed by applicable provincial laws; and Client accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws.

B.VI SPECIAL TERMS AND CONDITIONS

1. **California Retail Seller Compliance.** Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale”) and a consumer about whom Client is inquiring is applying (b) in person and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Client, must match at least three items of a consumer’s identification within the file maintained by Equifax with the information provided to Equifax by Client in connection with the in-person credit transaction. Compliance with this law further includes Client’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Client designated in Section 3 of the Agreement that it is a “retail seller”, Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a “retail seller”, Client agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a “retail seller”, it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Client’s Equifax sales representative to ensure that Client’s existing number is properly coded for these transactions.

2. **Additional Terms and Conditions Applicable to Fair, Isaac Scores.** The following additional terms and conditions apply to any Scores jointly provided by Equifax and Fair, Isaac.

(a) **Agent.** Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement as it pertains to the Scores and for collection of all fees and charges arising thereunder with respect to the Scores.

(b) **Confidentiality.** Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Scores to the consumer except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client’s adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Client acknowledges that the Scores and factors are proprietary and that, except for (a) disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Scores were delivered or (b) as required by law, Client will not provide the Scores to any other party without Equifax’s and Fair, Isaac’s prior written consent.

(c) **Limited Liability.** The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.

(d) **Adverse Action.** Client shall not use Scores as the basis for an “Adverse Action” as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Scores.

PROVINCIAL LEGISLATIVE OVERVIEW

Canada does not have a federal statute regulating credit reporting. Instead, credit reporting regulation is provided under provincial law in the provinces of **British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, Prince Edward Island and Newfoundland**. Not all the laws are the same, particularly regarding the rules about purging obsolete information. Additionally, some of the provincial laws require notification to the consumer when a credit report is requested (see below), but all do require post-notification regarding adverse action. And, since Canada has no similar law to the Equal Credit Opportunity Act, Canadian reports differ from U.S. reports in that no ECOA designation is listed.

All of the above named provinces, with the exception of Saskatchewan, require some form of notification to consumers that a credit report will be or has been accessed on them. Although you will want to independently review all relevant statutes, some brief synopses of the provincial credit reporting laws follows.

British Columbia

No person shall obtain from a reporting agency a report...(a) without the express written consent of the consumer, or (b) unless he/she promptly notifies the consumer in writing that a consumer report will be obtained. (The consent may be contained in an application for credit, insurance, employment or tenancy, if it is clearly set forth in type not less than 10 point in size, above the signature of the consumer.)

Saskatchewan

No pre-notification requirement, but does require post-notification.

Manitoba

No person shall conduct, or cause to be conducted, a personal investigation (a) without the express written consent of the subject, or (b) unless the subject is given written notice by the user, within ten days of the granting or denial of the benefit for which the subject has applied, that a personal investigation was conducted.

This consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point size above the subject's signature, and the consent shall be deemed to be continuing during the term of any agreement for credit, insurance, employment or tenancy; but, if the user refuses any application for increase of any benefits under any such agreement the user shall give notice of any partial or complete denial of such application as required under law.

Ontario

Where a person proposes to extend credit to a consumer, and a consumer report containing credit information only is being or may be referred to in connection with the transaction, he/she shall give notice of the fact to the consumer in writing at the time of the application for credit; or, if the application is made orally at the time of the credit application.

Quebec

Since January 1, 1994, the Act Respecting the Protection of Personal Information in the Private Sector imposes various obligations upon companies which conduct business in Quebec with regard to collecting, using and communicating personal information, including credit information. Moreover, this Act prohibits any company from sending credit information held in Telecommunications & Utilities Agreement for Service LRD 7.2.07 #45576v14

Quebec about persons residing in Quebec to third persons without consent from the persons concerned or in circumstances set forth in the Act. Therefore, before obtaining any credit information from the North American Link concerning a person residing in Quebec, the member must obtain the specific consent of the consumer or be able to prove that one of the exceptions set forth in the Act applies (Sections 18 and 23). The member must also use this information only for the specific purpose consented to by the consumer or as otherwise authorized by the Act.

Nova Scotia

No person shall procure or cause to be prepared a consumer report...(a) without the express written consent of the consumer, or (b) unless he/she notifies the consumer in writing that a consumer report has been or will be requested, and advises him/her not later than ten days after the report has been requested of the consumer reporting agency's name and address.

This notice and consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point in size above the signature of the consumer.

Prince Edward Island

No person shall procure from the consumer reporting agency, or cause it to prepare, a consumer report... unless he/she notifies the consumer of that fact before the report is requested, or he/she has already obtained the consumer's consent.

Newfoundland

Requires notification for reports containing "personal" information (investigative consumer reports), **which would not include credit reports**. However, the Act provides that, where the credit risk of a consumer is being assessed by any person, that person shall, upon request of the consumer, inform the consumer if a credit report has been obtained and of the name of the consumer reporting agency supplying the report.

Please be aware that this information is provided for information purposes only and is not intended to be, nor should it be used or construed as, legal advice.

EXHIBIT D

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ (“Client”), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC (“Equifax”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”) and its other state law counterparts. In connection with Client's continued use of Equifax information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Equifax.

Client: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.



REDEVELOPMENT AGENCY MEETING

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Spanish Fork, Utah, will hold a public meeting in the City Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on June 2, 2009.**

AGENDA ITEMS:

1. CALL TO ORDER:

2. MINUTES:

a. **May 05, 2009**

3. Public Hearing:

Budget Fiscal Year 2010

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed executive meeting for any of the purposes identified in that Chapter.

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 798-5000.

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Tentative Minutes
Spanish Fork City Redevelopment Agency Meeting
May 5, 2009

Board Member's Present: G. Wayne Andersen, Steve Leifson, Richard M. Davis, Jens P. Nielson, Rod Dart

Staff Present: Dave Oyler, City Manager; Dave Anderson, City Planner; Junior Baker City Attorney; John Bowcut; Richard Heap, Public Works Director; Dee Rosenbaum, Public Safety Director; Seth Perrins, Assistant City Manager; Dale Robinson, Parks and Recreation Director; Kimberly Robinson, City Recorder

Citizens Present: Val Wilding, Dorel Kynaston, Brandon Jensen, Ross Asay, Karl Warnick, Collin McInelly, Garrett Jensen, Adam Warnick, Vern Gillmore, Hilarie Orman, Jay Garlick, Beth Wilding, Mac Baldwin, Marci Adams

ADJOURN TO RDA MEETING:

Councilman Leifson made a **Motion** to adjourn to the RDA Meeting. Councilman Nielson **Seconded** and the motion **Passed** all in favor at 6:13 p.m.

Mr. Dart made a **Motion** to accept the minutes of April 7, 2009. Mr. Leifson **Seconded** and the motion **Passed** all in favor.

Councilman Leifson made a **Motion** to move back to the regular City Council Meeting. Councilman Nielson **Seconded** and the motion **Passed** all in favor at 6:15 p.m.

ADJOURN TO RDA MEETING:

Councilman Leifson made a **Motion** to open the RDA meeting. Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:22 p.m.

Tentative Budget RDA

Councilman Leifson made a **Motion** to accept the tentative RDA 2010 budget. Councilman Nielson **Seconded** and the motion **Passed** all in favor.

Councilman Dart made a **Motion** to move out of the RDA meeting back to the regular session. Councilman Leifson **Seconded** and the motion **Passed** all in favor at 6:24 p.m.

ADJOURN RDA

Councilman Leifson made a **Motion** to adjourn to executive session for personnel. Councilman Nielson **Seconded** and the motion **Passed** all in favor 6:24 p.m.

ADOPTED:

Kimberly Robinson, City Recorder