

eLuminate Subscription Scope of Services

This **Subscription Scope of Services** (this “**Scope**”) is made this ____ day of _____, ____ (the “**Effective Date**”), by and between **Data Driven Safety, LLC**, a limited liability company of the State of Delaware having its principal place of business at 9525 Birkdale Crossing Drive, Suite 300, Huntersville, NC 28078 and with a phone number of (866) 941-6324 (“**DDS**”) and _____, a _____ of the State of _____, having its principal place of business at _____ (“**Subscriber**”). DDS and Subscriber may also be hereinafter referred to individually as a “**Party**” or collectively as the “**Parties**”.

1. **Incorporation by Reference; Order of Preference and Interpretation.** This Scope hereby incorporates by reference the “eLuminate Terms and Conditions of Service – Form T108.1” (hereinafter, the “**Conditions**” and, together with this Scope, the “**Agreement**”). Subscriber acknowledges that it has obtained a copy of the Conditions and agrees that their applicability is a material inducement to DDS in providing the Services, as defined in the Conditions. In the event of an irreconcilable and direct conflict between the terms specified in this Scope and those contained in the Conditions, the terms specified in this Scope shall take precedence. Without limiting the foregoing, the terms of the Conditions shall be interpreted to the maximum extent reasonable to give full effect to their meaning and intent so as not to conflict with the provisions contained in this Scope. All capitalized terms used herein but not otherwise defined herein shall have the meaning assigned them in the Conditions.

2. **Term.** Subject to the terms of this Agreement, the Services will commence on or about the Effective Date or such later date as may be agreed to the Parties, and shall continue until _____ or terminated at the convenience of either Party upon _____ (____) _____ prior written notice.

3. **Services.** Subscriber elects to obtain the following services from DDS, as indicated by striking through the non-applicable portions below:

shall include	shall NOT include	Direct Services – Reportable Charges
shall include	shall NOT include	Direct Services – Reportable Convictions
shall include	shall NOT include	Oversight Services

4. **Additional Service Limitations.** Coverage of criminal conviction activity for the monitored Participants shall be limited to Source Data in DDS's possession in such jurisdictions and at such times as may be agreed by the Parties from time to time. Subscriber acknowledges that DDS does not have complete source coverage and may not capture all Reportable Offenses.

5. **Participant Data.** Subscriber shall securely provide the following Participant Data to DDS for each Participant in a machine-readable format, as may be reasonably required by DDS:

- First Name
- Gender
- Last 4-digits of SSN - optional
- Middle Name (if any)
- Residential Street Address
- Job Title - optional
- Last Name
- Residential City
- Monitoring Category
- Generational Title (if any)
- Residential State
- Date of Birth
- Residential Zip Code

Such Participant Data shall be updated on a schedule and by a means as may be mutually agreed by the parties hereto from time to time.

6. Fees. Subscriber shall pay _____ per Participant enrolled in the prior calendar month (or any portion thereof) to DDS. Subscriber shall pay _____ per month for each Additional Profile. DDS shall invoice Subscriber for monthly fees on a monthly basis. In addition, Subscriber shall timely remit payment in the amount of an additional \$75.00 fee for each Activity Report provided by DDS. No further Fees shall be due or owing for the Services unless otherwise agreed to in writing by the Parties hereafter.

7. DDS Indemnity Obligation to Subscriber. DDS shall, to the extent Subscriber adheres to its obligations in the Agreement, indemnify, defend and hold Subscriber, its directors, officers and employees harmless from any and all resulting Losses sustained by Subscriber as a result of any third-party claim that alleges a violation of the FCRA (or any directly analogous state law including, the Investigative Consumer Reporting Agencies Act codified at CA Civil Code 1786, et seq.) by Subscriber where the underlying violation is premised on the contractually-permitted use of the Services.

IN WITNESS WHEREOF, the individuals below represent and warrant that they are authorized to execute this Scope on behalf of the Parties for whom they sign, as of the Effective Date.

DATA DRIVEN SAFETY, LLC

“DDS”

“Subscriber”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____