

UNIVERSAL SERVICE AGREEMENT

This Universal Service Agreement (the "Agreement") by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"), and _____, a/an _____ ("Client") is entered into and shall be binding upon the parties as of the last date executed below, and effective as of (the "Effective Date"). The parties agree as follows:

1.0 CONTRACT SERVICES

Client hereby authorizes EWS to provide employment or payroll related services (the "Service(s)") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such Schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding Schedule with a term in effect.

3.0 EWS OBLIGATIONS

EWS agrees that the Service will be provided in compliance with applicable laws and regulations, including any applicable privacy laws. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data provided to EWS by or on behalf of Client, which does, or could be used to, directly or indirectly identify an individual ("Data"); (ii) all information provided by EWS to Client pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.

Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

5.1 EWS shall maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after any confirmed or reasonably suspected breach, as defined by applicable law(s), of Client's Data contained in EWS database(s) (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

5.2 In order to obtain access to Services, Client's users may be required to create user names and passwords. Client shall ensure that its users comply with Client's security controls and/or policies regarding the creation, use and/or maintenance of passwords. Client shall also be responsible for maintaining accurate access privileges for its users and shall be responsible for disabling the account of any Client user who is no longer entitled or authorized to access the Service.

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for EWS to provide the Services. Client agrees to provide such Data to EWS within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by EWS. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to EWS using one of the approved secure shipping methods provided in Attachment 1.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to when such breach results in an Incident, (ii) infringement on the United States intellectual property rights of third parties, (iii) intentional wrongful act or omission, willful misconduct, and/or (iv) breach of Data Quality and Transmission obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 8.1.
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This Agreement, which includes all Schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.
- 9.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

- 9.4 **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.
- 9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. Except as provided in each applicable Schedule hereto, this Agreement may be amended or modified only by the written and signed consent of the parties.
- 9.6 **Notices.** Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To EWS:
	Equifax Workforce Solutions LLC
	11432 Lackland Road
	St. Louis, MO 63146
	Attn: President

Either Party may change its notice address with written notice to the other party.

- 9.7 **Counterparts/Execution.** For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by electronic process or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client

By: _____
 Name: _____
 Title: _____
 Date: _____

Equifax Workforce Solutions LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

Attachment 1

Client Security Requirements for transmission of Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure delivery or transmission methods provided below. The EWS preferred methods of receiving Data are Secure File Transfer Protocol (SFTP) with PGP encryption or API.

	Transfer Option	Description	For Added Protection
1	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the EWS PGP encryption key adds extra protection to the Data file itself.
2	API	API level integration with human capital management systems such as Workday and PeopleSoft.	Strong authentication processes and network encryption via TLS 1.2+ add extra protection.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the EWS PGP encryption key encrypts the Data file.
4	Secure Email (Virtru)	Secures information in the body of the email and attachments.	EWS recommends using a secure email service to ensure emails are properly encrypted.

SCHEDULE A – Tax Credits and Incentives Services with LBI

SERVICE PROVIDER, TERM AND FEES FOR SERVICES

CLIENT NAME: (“Client”)

EFFECTIVE DATE:

Equifax Workforce Solutions LLC (“EWS”) will render tax credits and incentives services (the “Service(s)”) to Client in accordance with federal and state regulations. Client authorizes EWS as its authorized agent to provide the Service. EWS shall provide the Service in accordance with the Universal Service Agreement (the “Agreement”), this Schedule A and Schedule B (which are part of the Agreement) utilizing the employment and tax information Data supplied by Client.

- 1) **Term:** This Schedule shall be for an initial term from the Effective Date hereof up to and including December 31, 20__ (the “Initial Term”). This Schedule shall automatically renew for successive one (1) year terms unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating the Schedule.
- 2) **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule. In the event of termination, Client shall be obligated to pay all Fees (as defined in Paragraph 6) that have (i) been triggered by a Fee Event (as defined in Exhibit 1 below); or (ii) will be triggered by a Fee Event resulting from Services already in progress, and which Fees are not yet due and payable. This obligation shall survive the termination of this Schedule.
- 3) **Authority:** EWS is not a tax preparer, and therefore, disclaims any and all responsibility for preparation of Client’s federal and state tax returns. At no time will EWS render or be required to render any service that could be interpreted as the practice of law or accountancy. Client acknowledges that Client is responsible for presenting Work Opportunity Tax Credit (“WOTC”) screening questions and forms provided by EWS on or before the job start date in strict adherence to the requirements of the WOTC program.
- 4) **Intellectual Property:** Client acknowledges the recommendations, suggestions and/or work product presented in writing to Client by EWS in connection with the Services are the sole and exclusive property of EWS. Client agrees to pay EWS as outlined herein for all savings realized should any of the ideas presented by EWS be utilized, whether by Client or EWS, for a period of one (1) year after the termination of this Schedule if these ideas were not previously utilized by the Client. This paragraph shall survive the termination of this Schedule.
- 5) **Transmittal of Personal Data:** EWS's internal policy for securing electronic communications containing confidential information, such as social security numbers, requires use of a secure email encryption application for clients who prefer to use email as their method of communication. This allows email to travel over the internet securely and is easy for Client to use when retrieving and sending confidential email.
- 6) **Fees:** Client shall pay EWS a fee, as stated in Exhibit 1, attached hereto and made part of this Schedule A, for Services provided under this Schedule (“Fee(s)”).
 - Invoices are due net thirty (30) days.
 - Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month.
 - Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS’s net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
 - All prices are in U.S. dollars.
- 7) **Client Purchase Orders.** If the use of a Purchase Order (“PO”) or similar ordering document is required by Client, the following information must be provided. Failure to include this information reflects Client’s agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO dates (as set forth below) do not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

Schedule A and Schedule B shall be binding on the parties as of the Effective Date.

Client	Equifax Workforce Solutions LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE A – Tax Credits and Incentives Services

EXHIBIT 1 – FEES

The fees will be earned upon reporting of gross tax credits to Client (the “Fee Event”). Where certification of eligibility is required by a state or local agency, EWS will base the reporting of gross tax credits on actual certified credits. Client acknowledges that it will owe a Fee to EWS even in the event that Client receives a tax credit that it cannot use as long as the Client authorized EWS to process and calculate the tax credit. Notwithstanding the expiration of this Schedule, Client shall permit EWS to complete any analysis or screening service for specific applicants, employees or Client locations already in progress as of the date of expiration. Client agrees to pay EWS for all Fees resulting from employees qualified by EWS for a period of two (2) years after termination of this Schedule to allow EWS to complete the work “in progress.”

Yes/No

Work Opportunity Tax Credit (“WOTC”) Services

Client shall pay EWS _____ percent (____%) of actual EWS initiated WOTC credits generated from hiring activity occurring after the Effective Date of the Schedule. The WOTC credits include all WOTC categories that exist on the Effective Date of this Schedule or are adopted during the term of this Schedule. Client will be invoiced on a monthly basis beginning on the Effective Date. The Fee Event for WOTC Services shall be the calculation and reporting of identified gross tax credits.

Number of new hires in previous 12 months _____

Number of new hires anticipated in next 12 months _____

Yes/No

Federal Disaster Credits Services

Client shall pay EWS a fee of _____ percent (____%) of the dollar amount of tax credits and incentives approved in advance by the Client and actually identified and calculated by implementation of the Federal Disaster Credits programs and available to be claimed on original tax returns or other original filings following the Effective Date of this Schedule. The Fee Event for Federal Disaster Credits Services shall be the calculation and reporting of identified gross tax credits.

Yes/No

Location Based Incentive Services

Client shall pay EWS a fee of _____ percent (____%) of the dollar amount of tax credits and incentives actually identified and calculated by the Location Based Incentive Services. The Fee Event for Location Based Incentive Services shall be the calculation and reporting of identified gross tax credits.

From time-to-time, and in connection with providing certain types of tax credits and incentives, EWS may use a subcontractor.

Client Responsibilities.

All certification, vouchering and application fees charged by states and agencies to process the tax credit or incentive shall be the sole responsibility of Client. Financials (tax returns) must be provided by Client to ensure credits have not already been secured.

Post-Termination “Wind Down” Client Responsibilities. EWS shall continue to provide any and all applicable Services that are In Progress as of the effective date of termination. This shall include any new hires of Client that have screened, intentionally or inadvertently with EWS post- termination. For the purpose of this Schedule, work will be considered “In Progress” if Client has utilized EWS at any point to screen any new hire (including any new hires) via any method, including but not limited to, 1) telephone 2) online or 3) paper screening prior to or after notice of the date of termination, and any such new hire previously screened on behalf of Client continues to be employed by Client and/or is eligible for additional or further tax credits. Client acknowledges that EWS shall be entitled to continue to provide any and all applicable Services that are In Progress post-termination because EWS would otherwise not be compensated for its time and resources invested to service Client otherwise. For any applicable Services provided post-termination, Client shall remain obligated to pay for such services in accordance with the fees and billing terms included herein. Client agrees to provide wage data for up to two (2) years after the date of termination for the purpose of allowing EWS to process certifications that are In Progress. Should Client fail to provide wage data post-termination, Client agrees to pay to EWS a fixed fee of \$300 per Qualified Screened Employee that is In Progress with no corresponding wage information provided to EWS for the purpose of calculating the Credit (“Fixed Fee”). A Qualified Screened Employee shall be defined as any employee of the Client that is certified by any State Workforce Agency as qualifying for WOTC. The Fixed Fee shall be paid to EWS within sixty (60) days of notice from EWS of Client’s failure to comply with its duties and obligations outlined herein.

SCHEDULE B – Tax Credits and Incentives Services

SERVICE DESCRIPTION OVERVIEW

Tax Credits and Incentives Services are designed to assist in identifying and securing savings for Client by reviewing historical, present and planned job creation, investment and other related activities that qualify for tax credits and incentives savings at the federal, state and local levels.

EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

The Services to be provided by EWS are more specifically described as follows:

- **Work Opportunity Tax Credit (“WOTC”) Services**
 - Serve as limited power of attorney for WOTC-related purposes;
 - Screening all new hires to evaluate WOTC eligibility;
 - Filing certification requests with state employment service agencies for potentially certified employees;
 - Completing and submitting WOTC application forms and paperwork;
 - Challenging state employment service agency determinations when appropriate;
 - Calculating and reporting qualified wage and tax information quarterly;
 - Providing Client with a user portal which includes real-time, location-specific, and data analytics; and
 - Providing Client with year-end report and all original WOTC certifications.
- **Federal Disaster Credits Services**
 - (a) Identify and enable Client to obtain available tax benefits in the area of Federal Disaster Credits programs which are not presently being utilized;
 - (b) Collaborate with Client to formulate a strategic design for tax credits and incentives programs in line with Client's business goals; and
 - (c) Establish a mutually agreeable time table for implementation.
- **Location Based Incentives Services**
 - (a) Identify Federal Zones Tax Credit opportunities;
 - (1) Geo-code and assess company and employee address information for Federal Zones Tax Credit eligibility;
 - (b) Federal Zones Tax Credit reporting;
 - (1) Federal Zones Tax Credit look-back studies based upon engagement criteria for up to three (3) previous open tax years;
 - (c) State Hiring Credits
 - (1) Screening all new hires to evaluate State Hiring Credit eligibility; and
 - (2) Provide year-end credit State Hiring Credit information including reports, forms, and technical assistance as needed.

EWS reserves the right to modify the Service from time to time. If EWS reasonably believes that the modification to the Service Description Overview may materially degrade the Service, then (1) EWS shall provide to the Client reasonable notice of the change, and (2) Client may terminate the Service by providing thirty (30) days written notice to EWS in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from Client, unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute Client's agreement to the modification of the Service Description Overview.

SCHEDULE B – Tax Credits and Incentives Services

Exhibit 1 – Client information

Company Name:	
Address:	
City, State, Zip:	
Main Contact:	
Title:	
Primary Email:	
Alternative Email:	
Phone:	
Fax #:	
Invoice Delivery Method: <input type="checkbox"/> Mail <input type="checkbox"/> Email	Mail Address:
	Email Address:
Payment Method: <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH	