



## **MASTER SERVICES AGREEMENT**

**THIS MASTER SERVICES END-USER AGREEMENT** (hereinafter "Agreement") is made and entered into by and between Pre-employ.com, Inc., a California corporation (and its affiliates) (collectively, "Pre-employ.com, Inc."), with its primary office located at 2301 Balls Ferry Road, Anderson, California 96007, and County Of Williamson (and its subsidiaries and affiliates) (collectively, "End-User"), a political subdivision organized under the constitution and laws of the State of Texas, with its primary office located at 301 SE Inner Loop, Suite 108 Georgetown, TX 78626. End-User and Pre-employ.com, Inc. shall be referred to collectively as the "Parties." This Agreement shall be effective on the date of last signature below (the "Effective Date").

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the extent and sufficiency of which is acknowledged between End-User and Pre-employ.com, Inc., the Parties agree as follows:

1. **SERVICES OFFERED BY PRE-EMPLOY.COM, INC.** Pre-employ.com, Inc. is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the Fair Credit Reporting Act ("FCRA"). Upon request and as allowed by applicable law, Pre-employ.com, Inc. will provide consumer reports and/or investigative consumer reports (collectively, "Reports") to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the FCRA and for no other purpose. In addition to providing Reports to End-User, Pre-employ.com, Inc. shall, upon request and as permitted by applicable law, provide certain other business-related services to End-User (collectively, the "Services").
2. **END-USER AGREEMENT.** The End-User Agreement is required in addition to, and is separately executed from, this Agreement. The End-User Agreement addresses FCRA, state, municipal, service and consumer guidelines required for the Parties to be in agreement and consent to all applicable obligations. Each party is responsible for adhering to changing requirements of those required by applicable law, including the FCRA.
3. **FEDERAL NOTICES RECEIVED.** End-User hereby acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."
4. **SECURITY AND CONSUMER DATA PROTECTION.** Before ordering any Reports from Pre-employ.com, Inc., End-User will establish strong access control measures: (1) to ensure the fair and equitable use of Reports; (2) to safeguard the confidentiality of information reported by Pre-employ.com, Inc.; and (3) to comply with applicable laws. In addition to governmental regulations, many of the security actions are also required by data providers such as TransUnion, Equifax and Experian. Failure to agree to and/or maintain any of the following items may result in revocation of access to some or all of the Services.
5. **FEES.**
  - A. The fees for all Services performed by Pre-employ.com, Inc. shall be as set forth in this Agreement and the addenda and documents attached hereto. Pre-employ.com, Inc. shall have the right to adjust prices at any time and for any reason. Pre-employ.com, Inc. shall provide End-User with advance written notice before making any price change effective.
  - B. To the extent any Services rendered by Pre-employ.com, Inc. are subject to any federal or state sales, use, excise, rental, personal property or other taxes (other than taxes on amounts or income received by Pre-employ.com, Inc. pursuant to this Agreement), they shall be added to the amount due and invoiced as separate items.
6. **INVOICING.**
  - A. Pre-employ.com, Inc. shall submit invoices to End-User for payment for Services performed. Each invoice shall specifically set forth a description of the Services rendered and the dollar amount associated with such Services.
  - B. End-User will pay all amounts specified in an invoice, due upon receipt. Invoice and payment are pursuant to the amounts and terms set forth below and in the Statement of Work for such Services. Invoices sent to End-User shall be sent to the following address:

301 SE Inner Loop, Suite 108 Georgetown, TX 78626, or at such other address as End-User may provide.

- C. Pre-employ.com and End-User agree to terms of Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**7. TERMS AND TERMINATION.**

- A. This Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in accordance with the terms of this Agreement (the "Term"). If any of the Services are outstanding on the date the Term is set to naturally expire, then the Term shall be automatically renewed and this Agreement shall continue in full force for an additional one (1) year, and continue yearly until terminated.
- B. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, End-User will only be liable for its pro rata share of services rendered and goods actually received.
- C. Pre-employ.com, Inc. shall have the right to terminate this Agreement immediately for just cause. Just cause includes, but is not limited to, End-User's violation of a federal, state, or local law, End-User's failure to pay Pre-employ.com, Inc.'s fees in a timely manner, a material change in legal requirements that materially affects this Agreement, and/or End-User's violation of this Agreement.
- D. During the term of this Agreement, Pre-employ.com, Inc. will be the exclusive provider to the End-User of all background screening services ordered by End-User.

**8. INDEMNIFICATION.**

- A. To the extent authorized under Texas law, End-User shall indemnify, defend, and hold harmless Pre-employ.com, Inc., its affiliates and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity (collectively, "Claims") related to: (i) any breach by End-User of this Agreement or addenda to this Agreement; (ii) End-User's violation of applicable laws or ordinances; or (iii) End-User's negligence, misconduct, recklessness, errors or omissions.
- B. If Pre-employ.com, Inc. intends to seek indemnification under this Section, it shall promptly notify End-User of any Claim for which Pre-employ.com, Inc. intends to seek such indemnification. However, Pre-employ.com, Inc.'s failure to provide such prompt notice will not release End-User from its obligations hereunder. End-User shall have the right, but not the obligation, to assume the defense thereof with counsel selected by End-User, provided that neither party shall enter into any settlement in a way that would bind or obligate the other party without the other party's prior written consent.

- 9. LIMITATION OF LIABILITY.** PRE-EMPLOY.COM, INC. SHALL NOT BE LIABLE TO END-USER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF PRE-EMPLOY.COM, INC. WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, PRE-EMPLOY.COM, INC. SHALL NOT BE LIABLE TO END-USER FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO PRE-EMPLOY.COM, INC. IN THE YEAR IN WHICH SUCH LIABILITY AROSE. THE PARTIES AGREE TO FURTHER LIMIT LIABILITY TO THE EXTENT NARROWED IN ANY ADDENDUM OR EXHIBIT TO THIS AGREEMENT.

**10. CONFIDENTIALITY AND NON-DISCLOSURE.**

- A. Pre-employ.com, Inc. and/or End-User may disclose to the other party certain information within the context of their business relationship ("Confidential Information"), and each desires to protect the confidentiality of that information. The Parties acknowledge that Confidential Information constitutes a valuable commercial asset of the Disclosing Party, and each party is willing to disclose such information to the other only on the terms and conditions contained herein. The Parties also agree that this Agreement covers Confidential Information disclosed before, during and after the Effective Date of this Agreement.
- B. For purposes of this Agreement, "Confidential Information" means any information of or about the Disclosing Party that is not generally known to the public or in the industry, whether tangible or intangible and whether stored, compiled or memorialized physically, electronically, graphically, photographically or in any other media, including (i) information that can be used in the operation of the disclosing party's business and is sufficiently valuable and secret to afford the Disclosing Party with actual or potential economic advantage; (ii) financial, technical, economic,

and design information, plans and strategies, reports, forecasts, know-how, systems, processes, research and development, methods, formulas, protocols, processes and techniques, discoveries, inventions, and ideas; (iii) certain business information about products, services, employees, vendors, customers, customer lists, new, improved or future products or services, market research or plans; (iv) certain databases, software, algorithms, models, or strategies, information relating to proprietary computer code, and computer and network hardware and configurations; (v) information that is a trade secret or is subject to trade secret or similar regulation under any state or federal statute or regulation; (vi) information of or about third persons known to the Disclosing Party which is subject to restrictions on use and/or disclosure by the Disclosing Party; (vii) the fact that discussions are taking place about a possible alliance, acquisition or other similar transaction; and (viii) information labeled "Confidential" or otherwise marked with a restriction on disclosure (however, information is not required to be so marked to be Confidential Information). "Confidential Information" does not include any information:

- (1) In the public domain at the time of disclosure, or thereafter, other than through breach of this Agreement by the Receiving Party;
- (2) That the Receiving Party can demonstrate already was known to the receiving party at the time of disclosure by the Disclosing Party;
- (3) That becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement or, to the Receiving Party's knowledge, without breach of a duty owed by any other person to the Disclosing Party; or
- (4) That the Receiving Party can demonstrate was or is independently developed by the Receiving Party without use of or reference to the Confidential Information and without breach of this Agreement.

C. The Receiving Party of any Confidential Information agrees to:

- (1) Limit use of the Disclosing Party's Confidential Information to the purposes set forth above and, except as otherwise permitted in this Agreement, not use such Confidential Information for any other purpose;
- (2) Not disclose or distribute the Disclosing Party's Confidential Information to any person that is not a party to this Agreement without the Disclosing Party's prior written consent, except that the Receiving Party may disclose such Confidential Information only to those of the Receiving Party's affiliates, employees, consultants, attorneys, accountants or agents (collectively, "Representatives") who: (a) have a need to know such information to accomplish a purpose consistent with this Agreement, as set forth above; (b) have been advised of the confidential nature of this information; and (c) are bound by enforceable duties of confidentiality and non-use with respect to such information;
- (3) Protect the Disclosing Party's Confidential Information with a commercially reasonable degree of care consistent with the care the Receiving Party applies to its own confidential or proprietary information;
- (4) Not duplicate, download, upload, transmit, communicate or modify the Disclosing Party's Confidential Information other than for the purpose set forth above, unless authorized to do so in writing by the Disclosing Party, and, upon the Disclosing Party's written request, to destroy such Confidential Information together with any copies, or provide written confirmation of the destruction thereof. Notwithstanding the foregoing, nothing contained herein shall require the destruction, deletion or modification of any backup tapes or other media made pursuant to automated archival processes in the Receiving Party's or its Representatives' ordinary course of business, and the Receiving Party may retain, subject to the confidentiality requirements of this Agreement, one (1) copy of any work product prepared by it that contains the Disclosing Party's Confidential Information to the extent necessary or advisable by the Receiving Party; and
- (5) Not reverse engineer, de-compile, decrypt, disassemble or otherwise attempt to create or discover the source code or underlying ideas, algorithms, structure or organization of the Disclosing Party's software.
  - a) The Receiving Party agrees that it will be responsible for any disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party's representatives that would constitute a breach of this Agreement if made by the Receiving Party.
  - b) The Receiving Party agrees that in no event will its representatives who are permitted to receive such Confidential Information disclose such Confidential Information to any other third party (not including Receiving Party or any other representatives) without the Disclosing Party's prior written consent which may be withheld in its sole discretion.

D. **Mandatory Disclosure.** A Receiving Party may disclose the Disclosing Party's Confidential Information to the limited extent required by applicable law, regulation or court order, provided that, if legally permitted, the Receiving Party shall give the Disclosing Party as much advance written notice of such required disclosure as reasonably is possible and shall reasonably cooperate with the Disclosing Party's efforts, at the Disclosing Party's expense, to

limit the scope of disclosure and/or obtain confidential treatment thereof (whether by protective order or otherwise). If legally permissible, the Receiving Party will only disclose the minimum amount of such Confidential Information that the Receiving Party reasonably deems necessary to abide by the applicable law or court order.

- E. **Derivative Property.** Neither this Section 10 nor the disclosure of any of the Disclosing Party's Confidential Information or any other information shall be construed as granting the Receiving Party any right or license under any intellectual property now or hereafter owned or controlled by the Disclosing Party. Confidential Information furnished by the Disclosing Party and any intellectual property derived from it shall remain the exclusive property of the Disclosing Party hereunder.
- F. **Right to Refuse Confidential Information.** Neither party is obliged under this Section 10 to accept Confidential Information disclosed by the other party, and either party may refuse to receive Confidential Information from the other party prior to disclosure. Nothing in this Agreement limits a Disclosing Party's rights to use or disclose its own Confidential Information in any manner it deems appropriate in its sole discretion.
- G. **Remedies.** The Parties acknowledge and agree that a breach of the provisions of this Section 10 may cause the Disclosing Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Receiving Party agrees that the Disclosing Party may have the right to specific performance of the provisions of this Section 10 (including a preliminary or permanent injunction or temporary restraining order) to enjoin a breach or threatened breach of the provisions thereof, such right being in addition to all other rights and remedies available to the Disclosing Party at law, in equity, or otherwise.

## 11. GENERAL PROVISIONS.

- A. This Agreement, including any exhibits, schedules, and addenda related to it, constitutes the complete and entire understanding and agreement, and supersedes all prior and contemporaneous understandings and agreements (whether written or oral), between the Parties with respect to the subject matter hereof and may not be modified or amended except by written instrument duly executed by the Parties hereto. A summary of these components are listed for clarification in Section 14.
- B. End-User may not assign or transfer this Agreement without the prior written consent of Pre-employ.com, Inc. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and if any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, such provision shall not affect the validity of this Agreement or of any other provision hereof and this Agreement shall be interpreted and construed as if such provision, to the extent invalid, illegal or unenforceable, had not been contained herein.
- C. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the duly authorized representatives of the Parties hereto, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall, in no event, be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement.
- D. All notices, consents, waivers, and any other communications given under this Agreement shall be in writing and deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when received by confirmed facsimile transmission if received during normal business hours of the recipient on a business day, or if not, then on the next business day, (iii) five (5) days following deposit into the United States mail (certified mail, return receipt requested), or (iv) one (1) business day after deposit with an internationally recognized overnight courier, with written verification of receipt. Notices shall be delivered or sent to the following addresses (or to such other address as either party may notify to the other from time to time):

*If to End-User:*

County of Williamson  
301 SE Inner Loop, Suite 108  
Georgetown, TX 78626

AND

Williamson County Judge  
710 Main St., Suite 200  
Georgetown, Texas 78626

*If to Pre-employ.com, Inc.:*

Pre-employ.com, Inc.  
*Attn: Robert V. Mather, Chief Executive Officer*  
2301 Balls Ferry Road  
Anderson, CA 96007

- E. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflicts of laws principles. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract. Venue for any proceedings to enforce this Agreement shall be in Williamson County, Texas and the law of the State of Texas shall govern. Each party hereby consents to the exclusive personal jurisdiction of such courts. In the event of any litigation to enforce a party's rights under this Agreement, the substantially prevailing party shall be entitled to recover from the other party an amount equal to the substantially prevailing party's attorneys' fees, expert fees, court costs, and other expenses related to such litigation.
- F. The provisions of Sections 11, 12, 14, among others, shall survive the expiration or earlier termination of the Term of this Agreement and/or any Statement of Work issued hereunder.
- G. The headings of each section or paragraph are inserted only for convenience of reference and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the sections, paragraphs, and/or provisions to which they refer.
- H. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each party agrees that it had the opportunity to review and negotiate this Agreement with an attorney and neither party shall be considered the drafter of this Agreement.
- I. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of End-User, the Williamson County Commissioners Court, or the Williamson County Judge.
- J. Right to Audit: Pre-employ.com agrees that End-User or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, and at End-User's expense, have access to and the right to examine and photocopy any and all books, documents, papers and records of Pre-employ.com which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Pre-employ.com agrees that licensee shall have access during normal working hours to all necessary Pre-employ.com facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. End-User shall give Pre-employ.com reasonable advance notice of intended audits.

12. **FORCE MAJEURE.** End-User agrees that Pre-employ.com, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent Pre-employ.com, Inc. from meeting its obligations under this Agreement.

13. **EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as if it were an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

14. **SUMMARY OF DOCUMENTATION.** This Agreement may include the following as listed:


Document Reference:	Document Title:	Terms:	Active
End-User Agreement	End-User Agreement	FCRA and Consumer Obligations	YES
Addendum F	CA End-User Agreement	CA state and Consumer Obligations	If applicable
Exhibit 1B	Statement of Work Fees and Pricing	Pricing Agreement	If applicable
Addendum 2	Statement of Work No. 2	Outsourced Responses to Third-Party Employment and Income Verification Requests	If applicable
Addendum 3	Statement of Work No. 3	I-9 and/or E-Verify Services	If applicable
Addendum B	Credit Report Information	Credit Report Service	If applicable
Addendum C	Workers' Compensation Record Reports	Workers' Compensation Record Reports	If applicable
Addendum D	Drug Testing	Drug Testing	If applicable

Addendum E	TALX Equifax EVS Workplace Solutions	Employment Verifications fulfilled by TALX/Equifax/EVS provider	If applicable
Appendix A	A Summary of your rights under the Fair Credit Reporting Act	FCRA	Yes
Appendix B	Notice to Users of Consumer Reports: Obligations of Users Under the FCRA	FCRA	Yes
Appendix C	Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA	FCRA	Yes
	Remedying the Effects of Identity Theft	Consumer Rights and Notifications for Identity Theft Situations	Yes

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

County of Williamson  
Legal Business Name

PRE-EMPLOY.COM, INC.

Signature\*   
Printed DAN A GATTI  
Title County Judge  
Date 05-04-2017

Signature Jennifer Abbott  
Jennifer Abbott (Apr 26, 2017)  
Printed Jennifer Abbott  
Title Director of Sales and Service  
Date Apr 26, 2017

\*The individual signing this document is either the owner of End-User or authorized by End-User to sign on behalf of End-User. Moreover, the individual signing this document for End-User has knowledge of all facts certified herein.

Physical Address/Location of End-User Signed above

301 SE Inner Loop, Suite 108  
Georgetown, TX 78626