

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/24/2004

Contract/Lease Control #: C04-1107-PCI-26

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: PEOPLEWISE

Lessor:

Effective Date: 9/7/2004 \$10,000

Term: INDEFINITE

Description of Contract/Lease: BACKGROUND CHECKS

Department Manager: HUMAN RESOURCES

Department Monitor: D. MILLER

Monitor's Telephone #: 689-5870

Monitor's FAX #: 689-5889

Date Closed:

SEP 10 2004

PeopleWise Agreement for Services



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PeopleWise*

700 East Technology Avenue • Building E, Suite 2200
Orem, UT 84097
Ph. 1-800-631-8777 • FAX 1-800-631-8312

Client Information:

Okaloosa County BCC Human Resources (850) 689-5870 (850) 689-5889
 Organization Name Telephone FAX

Lisa Roper Hiring Specialist (850) 689-5878 lroper@co.okaloosa.fl.us
 Primary Contact Title Telephone E-mail

601-B North Pearl Street Crestview, FL 32536
 Street Address City, State, ZIP

www.co.okaloosa.fl.us
 Company Website URL EIN # DUNS #

Billing Information:

Lisa Roper Hiring Specialist (850) 689-5878 lroper@co.okaloosa.fl.us
 Billing Contact Title Telephone E-mail

601-B North Pearl Street Crestview, FL 32536
 Street Address (if different) City, State, ZIP (if different)

Additional Contacts:

Judy Harrell Human Resources Specialist (850) 689-5076 jharrell@co.okaloosa.fl.us
 Contact Title Telephone E-mail

Kay Godwin Human Resources Manager (850) 689-5870 kgodwin@co.okaloosa.fl.us
 Contact Title Telephone E-mail

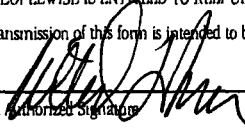
Services and Prices:

SEE PRICE LIST ATTACHED.

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into between PeopleWise, LLC, a Minnesota limited liability company ("PeopleWise" or "We" or "Us" or "Our"), and You, our Client ("Client" or "You" or "Your"). READ THE FOLLOWING TERMS AND CONDITIONS (INCLUDING THE PRICE LIST, CLIENT TERMS AND CONDITIONS AND THE SCHEDULES ATTACHED HERETO) CAREFULLY BEFORE SIGNING THIS AGREEMENT. SIGNING THIS AGREEMENT INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT SIGN THIS AGREEMENT.

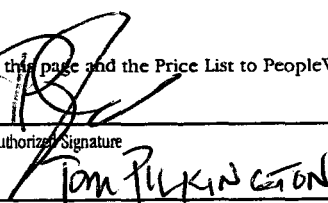
Client Certification:

I certify that I have read and understand the terms set forth above and in the Client Terms and Conditions, the Price List and the Schedules attached hereto and incorporated herein by this reference, I am authorized to legally bind the Client identified above to the terms as written, and I agree to the terms as written on behalf of the Client identified above. I FURTHER UNDERSTAND AND AGREE ON BEHALF OF THE CLIENT THAT (I) THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THE CLIENT TERMS AND CONDITIONS ARE AGREED TO AND CONSTITUTE AN INTEGRAL PART OF THIS AGREEMENT, AND (II) PEOPLEWISE IS ENTITLED TO RELY UPON THE CERTIFICATIONS OF CLIENT STATED IN THE CLIENT TERMS AND CONDITIONS, INCLUDING OBLIGATIONS RELATING TO INFORMATION STATED THEREIN. The fax transmission of this form is intended to bind Client to the terms hereof. PeopleWise will not be bound until an authorized officer of PeopleWise executes this Agreement.

 8/12/04
 Client Authorized Signature Date

RICHARD BRANNON PURCHASING DIRECTOR OKALOOSA COUNTY, FL
 Full Name Title

Please fax this page and the Price List to PeopleWise at 1.800.631.8312.

 9/7/04
 PeopleWise Authorized Signature Date

Tom Pilkington VP, Sales
 Full Name Title

CONTRACT: BACKGROUND CHECKS
 CONTRACT NO.: C04-1107-PCI-26
 PEOPLEWISE
 EXPIRES: INDEFINITE

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 700 East Technology Avenue • Building E, Suite 2200
 Orem, UT 84097
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PeopleWise Client Terms and Conditions

A. Agreement to Provide and Pay for Services

1. **Services of PeopleWise.** PeopleWise agrees to provide the reporting services (the "Services") that are described on the Price List attached hereto. PeopleWise agrees to provide the Services in a good and workmanlike manner subject to the conditions of availability that are stated by PeopleWise from time to time.

2. **Payment for Services.** You agree to pay for the Services rendered each calendar month, the aggregate amount of fees determined at the price for each Service set forth on the Price List attached hereto, subject to change as provided therein. All payments are due thirty (30) days from invoice date, and You may be charged a late fee of one and one-half percent (1 1/2 %) per month or the highest rate permitted by law (whichever rate may be lower) for late payments. PeopleWise may suspend or terminate the Services for non-payment.

B. Certifications and Responsibilities of Client

1. **Definitions.** "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and any regulations adopted pursuant thereto, as the same are modified or supplemented from time to time. The terms "Consumer Report" and "Medical Information" have the respective meanings given in the FCRA. The term "applicable law" includes all applicable federal, state and local laws, regulations, orders and ordinances.

2. Client Certification. You certify that:

a. Where applicable, You will request and use the Services and the reports received from PeopleWise in strict compliance with all provisions of the FCRA and the Americans with Disabilities Act (ADA 1990), and all other applicable law including, without limitation, federal and state equal opportunity laws and regulations.

b. You will use the information provided by PeopleWise, for Your exclusive use only, except to disclose said information to the subject of the report (the "Individual"), and for employment purposes only, and only in accordance with applicable law. You are obligated to notify PeopleWise of any changes in the purpose for which information provided by PeopleWise will be used.

c. Where applicable, You will (i) make a clear and conspicuous disclosure to the Individual, in writing and in a separate document, or by such other means as is permitted by applicable law, that a Consumer Report may be obtained for employment purposes, and (ii) You will obtain the proper written or other legally permissible authorization from the Individual for any Consumer Report prior to requesting any Consumer Report.

d. Where applicable, You will provide to the Individual as required by the FCRA and any other applicable law, proper notices, statements and other information, including, without limitation, a copy of the Consumer Report obtained, and a Summary of Your Rights, as required by the FCRA, if an adverse decision regarding employment is going to be made due to information in any Consumer Report obtained from PeopleWise.

e. Where applicable, You will not disclose a copy of, or the contents of, any Consumer Report to Individuals except when permitted or required by applicable law.

f. You acknowledge that PeopleWise will not report any adverse item of information, if available, which antedates the report by more than 7 years, with the exception of (i) cases under Title XI of the United States Code or under the Bankruptcy Act, 11 U.S.C. §§ 101-1330, with respect to which PeopleWise may not report any adverse item which antedates the report by more than 10 years, and (ii) convictions of crimes, which, if available, may be reported no matter how far back they were entered unless a shorter time limit is imposed by applicable state law.

g. You acknowledge that no Medical Information will be provided to You absent a separate signed consent of the Individual that (i) describes in clear and conspicuous language the use for which the information will be furnished and (ii) allows PeopleWise to furnish the Medical Information.

h. You will request Medical Information concerning an Individual only if such information is relevant to process or effect the employment of such Individual.

i. You recognize that information is obtained and managed by fallible sources, and that neither PeopleWise, its third party information providers, nor those persons and entities involved in creating, producing or delivering any of the Services or reports generated in connection with the Services, guarantee or insure the accuracy

or the depth of the information provided.

j. You acknowledge that PeopleWise in obtaining and assembling the information requested, may be required to provide Your name and the purpose for which You have requested the information to other companies.

k. You will not resell the information Services provided by PeopleWise to any other person or entity without the express written permission of an authorized officer of PeopleWise.

l. You assume responsibility for the final verification of the Individual's identity.

m. You will base employment decisions or actions on Your lawful policies and procedures and recognize that PeopleWise is not allowed to render any legal opinions regarding information contained in a report.

n. You acknowledge that You (i) have been provided a copy of the Federal Trade Commission's publication entitled "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" by PeopleWise in the form of Schedule A, and with a copy of the "Notice to Persons To Whom PeopleWise Provides Credit Reports Of Their Obligations Under the California Consumer Credit Reporting Agencies Act" by PeopleWise in the form of Schedule B, (ii) have read and understand the same, and (iii) agree to comply with all obligations thereunder that may be applicable to You.

o. You will hold harmless PeopleWise, its third party information providers, those persons and entities involved in creating, producing or delivering any of the Services or reports generated in connection with the Services, and their agents, employees, independent contractors, officers, directors, shareholders, affiliates or representatives, on account of any expense or damage arising or resulting from the publishing or other disclosure of information by You, Your employees or agents contrary to the terms and conditions of this Section B.2.

p. You are not a private detective, private detective agency, private investigative company, bail bondsman, law firm, credit counseling firm, credit repair clinic or a person or entity that is not an end-user or decision maker.

q. **California ICRA Certification:** Client certifies that when it requests any of the Services with respect to a consumer who is a California resident, Client will comply with all applicable provisions of the California Investigative Consumer Reporting Agencies Act, Cal Civil Code Section 1786 et seq., as amended (the "ICRA") including, without limitation: (i) making the disclosures and notices required by Section 1786.16(a)(2) and (b) of the ICRA; (ii) if requested by the Individual, providing a copy of the report as required by Section 1786.16(b); and (iii) obtaining the written authorization of the Individual for the procurement of the report (see Schedule C for the text of the foregoing Sections).

C. PeopleWise Obligations

1. **PeopleWise Responsibilities.** Subject to the Disclaimers stated in Section E.3. below, PeopleWise agrees that it will:

a. Where applicable, comply with all applicable law in the preparation and transmission of Consumer Reports as defined and regulated by the Federal Trade Commission.

b. Where applicable, comply with section 613 of the FCRA and other applicable law with regard to reporting items of public record.

c. Follow reasonable quality assurance procedures to obtain and provide information that PeopleWise believes is from reliable sources.

d. Re-verify at no cost any disputed Consumer Report when either Client or the Individual makes a request and provides proper identification in accordance with applicable law.

e. Where applicable, maintain Consumer Report information and transaction details for a minimum of five years. During an inquiry, the Individual has the right to learn the name of the entity ordering information and has the right to receive a copy of the Consumer Report ordered by the Client when a lawful request is made to PeopleWise.

f. Where applicable, provide all disclosures and information to the Individual as required by the FCRA and other applicable law.

g. PeopleWise shall at all times defend, indemnify and hold You and your affiliated entities and your respective officers, directors, shareholders, employees, agents, subsidiaries, successors and assigns harmless from and against any and all third-party claims, damages, liabilities, costs and expenses (including, without limitation,

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reasonable legal fees and expenses), judgments and penalties arising out of, or related to any third party claim that the preparation or transmission of the Services or the Consumer Reports in connection therewith, or Your use thereof in accordance with the terms of this Agreement violates or infringes upon any patent, trademark, trade dress, copyright, trade secret or other intellectual property right of a third party.

D. PeopleWise Internet Services

1. Internet. If the Services are ordered and/or delivered over the Internet, the following provisions apply:

a. Right to Use the Services. Subject to the provisions contained herein, PeopleWise hereby grants to You the right, to be exercised only by Your "Authorized Users," as defined in Section D.1.d., to access those portions of a PeopleWise website as may be designated from time to time by PeopleWise and to use those portions of the website for the purpose of ordering and receiving the Services and the reports generated in connection with the Services. Such rights of access and use will terminate upon termination of this Agreement or as may be otherwise provided in this Agreement.

b. Consideration. In consideration of PeopleWise providing You with the Services, You agree that You and Your Authorized Users will comply with the terms of this Agreement.

c. No Virus, etc. We have taken reasonable precautions to prevent the presence of viruses, Trojan horses, worms, cancelbots or other harmful components in the transmission of any of the reports delivered in connection with the Services or other communications to and from PeopleWise. However, by using the Internet to order and receive the reports generated in connection with the Services, or to otherwise communicate with PeopleWise, You are assuming the risk that viruses or such other harmful components may be transmitted to You. We recommend that You install and utilize on Your system appropriate anti-virus and/or similar software or use other appropriate protections. PEOPLEWISE DOES NOT WARRANT THAT THE SERVICES, THE REPORTS GENERATED IN CONNECTION WITH THE SERVICES OR THE SERVERS OR OTHER PROPERTY THAT ARE USED TO PROVIDE THE SERVICES AND SUCH REPORTS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

d. Security. The Services may be ordered from, and reports and other information delivered in response to such orders may be viewed on, secure portions of PeopleWise's website. Access to secure portions of PeopleWise's website will be password protected. You will be responsible for designating individuals within Your organization who will be entitled to use the customer name and password established for Your organization, as well as an individual user name and password. The creation of customer and user names and passwords will be in accordance with procedures established, supplemented and modified by PeopleWise from time to time. These individuals are referred to as "Authorized Users." You agree that PeopleWise may assume conclusively that any activity using such names and passwords is authorized and proper in all respects unless and until You have otherwise notified PeopleWise by e-mail at clientservices@peoplewise.com or at such other e-mail address as PeopleWise may designate from time to time, and PeopleWise has had a reasonable opportunity to act upon such notice after its receipt. You agree to keep, and You agree to ensure that Your Authorized Users keep, all customer and user names and passwords confidential. You agree to be fully responsible for all activity that occurs through the use of Your customer name or password or any Authorized User's name or password, whether or not such use is in fact authorized or proper, except for any such activity that is the proximate result of the negligence of PeopleWise. You agree to immediately notify PeopleWise of any change in or any unauthorized use of Your customer name or password or any Authorized User's name or password by e-mailing PeopleWise at clientservices@peoplewise.com or at such other e-mail address as PeopleWise may designate from time to time. PeopleWise will use commercially reasonable efforts to protect the security of the Services; HOWEVER, PEOPLEWISE DOES NOT WARRANT OR GUARANTEE THE INTEGRITY OR THE SECURITY OF THE SERVICES OR OF THE CONTENT, INFORMATION OR DATA TRANSMITTED THROUGH THE SERVICES OR CONTAINED WITHIN ANY PORTION OF PEOPLEWISE'S WEBSITE(S).

e. Third Party Dealings. From time to time, You may be linked to PeopleWise's web site from a third party's web site, or PeopleWise's website may provide links to other web sites or resources. You agree that PeopleWise has no control over such other websites or resources and that PeopleWise is not responsible for them. You also agree that PEOPLEWISE IS NOT RESPONSIBLE FOR ANY CONTENT, ADVERTISING, PRODUCTS OR MATERIAL ON OR AVAILABLE FROM SUCH OTHER WEBSITES OR RESOURCES. If you acquire goods or services from a third party, whether or not the goods or services are used as part of or found through the Services or PeopleWise's website, You agree that YOUR BUSINESS DEALINGS WITH THAT THIRD PARTY ARE SOLELY BETWEEN YOU AND THAT THIRD PARTY. PEOPLEWISE DISCLAIMS ANY LIABILITY FOR ANY REASON CONNECTED WITH SUCH THIRD PARTY OR THE GOODS OR SERVICES ACQUIRED, INCLUDING, WITHOUT LIMITATION, COMPLAINTS OR FAILURE TO PERFORM, DEFECTS IN GOODS OR SERVICES OR OTHERWISE.

E. Contract Terms

1. Term and Termination. This Agreement will begin on the date signed by You and will continue in effect for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each, a "Renewal Term") unless this Agreement is terminated as hereinafter provided. Either party may terminate this Agreement prior to the end of the Initial Term or any Renewal Term by giving the other party not less than ninety (90) days prior written notice of its intent to terminate. Upon termination, You agree to pay for any of the Services ordered prior to termination and, if applicable, to discontinue the use of the Services over the Internet. The provisions of Sections A.2., B.2., C.1.g., D.1.c., D.1.e., E.2., E.3., E.4., E.7. and E.8. survive termination of this Agreement.

2. Limitation of Liability. EXCEPT FOR (I) THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION C.1.g., (II) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION E.8., AND (III) CLAIMS BY PEOPLEWISE FOR PAYMENT OF FEES PURSUANT TO SECTION A.2., IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST YOU, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THE AMOUNT OF ACTUAL DAMAGES THAT YOU MAY RECOVER FROM PEOPLEWISE IS AGREED TO BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID TO PEOPLEWISE. THESE LIMITATIONS UPON DAMAGES AND CLAIMS ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

3. Additional Disclaimers Relating to the Services.

a. Disclaimers. PEOPLEWISE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REPORTED TO CLIENT UNDER THIS AGREEMENT, AND CLIENT AGREES TO TAKE WHATEVER STEPS IT DEEMS REASONABLE OR NECESSARY TO VERIFY SUCH INFORMATION. NEITHER PEOPLEWISE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY OF THE SERVICES OR REPORTS GENERATED IN CONNECTION WITH THE SERVICES REPRESENTS OR WARRANTS THAT THE SERVICES OR SUCH REPORTS WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NOTHING IN THIS AGREEMENT OR IN THE MATERIALS PROVIDED TO YOU IS INTENDED TO BE OR SHOULD BE RELIED UPON AS LEGAL ADVICE. YOU SHOULD CONSULT YOUR OWN LEGAL COUNSEL CONCERNING YOUR USE OF THE INFORMATION PROVIDED BY PEOPLEWISE AND ANY OTHER LEGAL RIGHTS OR OBLIGATIONS THAT YOU MAY HAVE. IN THIS REGARD, NOTE THAT USE OF CERTAIN TYPES OF ADVERSE INFORMATION AS A BASIS FOR APPLICANT DECISIONS MAY BE PROHIBITED BY STATE OR FEDERAL LAW. OTHER THAN THE OBLIGATIONS STATED IN THIS AGREEMENT, PEOPLEWISE PROVIDES ALL SERVICES AND REPORTS ON AN "AS IS" BASIS AND WITHOUT A WARRANTY OF ANY KIND, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PEOPLEWISE HEREBY DISCLAIMS ANY LIABILITY ARISING OUT OF THE INACCURACY OF ANY CONTENT OR DATA, THE CORRUPTION, DAMAGE OR DESTRUCTION OF ANY DATA, OR THE USE OR MISUSE OF, OR INABILITY TO USE, THE SERVICES OR ANY REPORTS OR INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES.

b. Force Majeure. Under no circumstances will either party be liable for failure or delay in connection with this Agreement if the failure or delay is due to circumstances beyond its control including, without limitation, acts of any governmental body, war, terrorism, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, other acts of third parties, interruption of or delay in transportation, unavailability of, interruption or delay in the Internet, telecommunication or third party services, failure of third party software or hardware, or inability to obtain raw materials, supplies, or power used in equipment needed for the provision of the Services.

4. Choice of Law; Venue; Arbitration. This Agreement shall be governed by and construed under California law as such law applies to agreements between California residents entered into and to be performed entirely within California, except as governed by Federal law. Other than claims to collect payment under Section A, claims relating to the PeopleWise Property and Confidential Information under Section E.8., or claims for interim injunctive relief, all claims between the parties arising under this Agreement are subject to binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall take place in San Jose, California, before a panel of three arbitrators, unless the parties agree upon a single arbitrator. The arbitration shall be conducted in the English language. The arbitrator(s) shall have the right to award reasonable attorneys' fees and costs to the prevailing party or to otherwise apportion such fees and costs between the parties.

Nothing in this Section will prevent a party from seeking interim injunctive relief against the other party or seeking to enforce claims against the other party relating to Section E.8., nor will it prevent PeopleWise from filing an action against Client that seeks to enforce claims to collect payment under Section A.2., in the courts having jurisdiction over the other party. The parties consent to the jurisdiction of a court of competent jurisdiction sitting in the Northern District of California. The parties further consent to the personal jurisdiction of any state court located within a district that encompasses assets of a party against which a judgment has been rendered solely for the enforcement of such judgment or award against the assets of such party. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. In the event of any litigation between the parties, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

5. Miscellaneous. This Agreement represents the complete and exclusive statement of the agreement between the parties concerning the Services and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting this Agreement.

6. Assignment. This Agreement may be assigned by either party to any entity that is affiliated with that party without the other party's consent assuming such affiliate agrees in writing to be bound by the terms of this agreement and provides the other party with notice of such assignment, and, in the case of Client, is reasonably acceptable to PeopleWise in light of PeopleWise's obligations to investigate Client under applicable law (including, without limitation, the FCRA). An affiliated entity of a party, for purposes of this paragraph, is any entity that: a party Controls; that is Controlled by a party; any successor entity; any subsidiary entity; sister entity; or parent entity. For purposes of this paragraph only, "Control" is considered conclusive if an entity owns over 50% of the voting control of another entity. Any other assignment of this Agreement in whole or in part requires the prior written consent of the non-assigning party.

7. Notices. We may send notices to You by electronic mail, regular mail, courier or overnight delivery to the electronic mail address, mailing address or delivery address of the "primary contact" designated on the signature page of this Agreement, or the address of such primary contact most recently provided to PeopleWise. You may send notices to Us by electronic mail at clientservices@peoplewise.com or by regular mail, courier or overnight delivery addressed to PeopleWise, LLC, 2300 Technology Parkway, Suite 8, Hollister, California 95023, Attention: Legal Department, or the address most recently provided to You by Us. Notices will be effective upon transmission or delivery.

8. PeopleWise Property, Confidential Information.

a. All right, title, and interest in and to (i) all portions of PeopleWise's website(s), (ii) the Services (including, without limitation, the content, text, music, sound, photographs, graphics, video, page layouts, and design contained in or presented through the Services, and the order forms and the report forms used in connection therewith), (iii) the software, hardware, files, processes, systems, databases and tools used or provided by PeopleWise to provide the Services, (iv) the information and data transmitted, received, obtained or captured by PeopleWise in connection with the provision of the Services and the reports generated in connection with the Services, (v) the trade names, trade marks, service marks, copyrights, patents, inventions, trade secrets, know-how and other intellectual property rights relating to the foregoing, including, without limitation, the registered trademarks LexisNexis, PeopleWise, InstaCheck and HireWise, the trademarks peoplewise.com, peoplewise.net and 1-877-44-PWISE, the LexisNexis logo and the PeopleWise logo, and (vi) other tangible and intangible personal property relating to the Services, including, without lim-

itation, the other domain names, IP numbers and addresses that may be used by PeopleWise to provide the Services and the reports generated in connection with the Services (the "PeopleWise Property"), shall at all times remain vested in PeopleWise and any third party from which PeopleWise has received licensing or marketing rights. You acknowledge that the PeopleWise Property is a valuable commercial product, the development of which has involved the expenditure of substantial time and money by PeopleWise. All publication, dissemination and other rights of the PeopleWise Property are reserved to PeopleWise in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by PeopleWise, its assignees or grantees at any time and from time to time without obligation or liability to You. Nothing in this Agreement shall be deemed to convey any ownership rights in the Services or the PeopleWise Property or, except as expressly set forth herein, to restrict PeopleWise's rights to use, sell, promote, grant licenses, or to enter into agreements concerning other rights to the Services or the PeopleWise Property to or with any other person or entity. You will treat the PeopleWise Property as confidential information of PeopleWise, will not disclose it except to the extent permitted hereby or as required by law, and will take all reasonably necessary actions to protect it from disclosure.

b. Any reproduction, distribution, or use of any of the PeopleWise Property, other than as expressly permitted in this Agreement in connection with the use of the Services, must be approved in writing by PeopleWise. Upon termination of this Agreement, You shall have no further right to use, advertise, reproduce, or distribute the PeopleWise Property. You will not capture, copy or reproduce any PeopleWise Property, nor permanently incorporate into Your own databases for any commercial purpose any of the PeopleWise Property, except as expressly permitted herein or otherwise permitted in writing by PeopleWise.

c. You shall not at any time do, permit, or cause to be done any act or thing that would tend to impair PeopleWise's rights in the Services or the PeopleWise Property. You will immediately notify PeopleWise if You learn (i) of any potential infringement of the PeopleWise Property by a third party or (ii) that the use of the PeopleWise Property may infringe the proprietary rights of a third party. PeopleWise will determine the steps to be taken under these circumstances. You will (i) provide PeopleWise with the assistance that PeopleWise may reasonably request, at PeopleWise's expense, and (ii) take no steps on Your own without PeopleWise's prior approval.

d. Except as reasonably necessary to carry out the Services under this Agreement, PeopleWise hereby agrees, and will assure that its subcontractors, officers, directors, employees, consultants, representatives and agents (collectively, "Related Parties") agree, that during the term of this Agreement and thereafter, except as permitted in this Agreement or expressly in writing by Client, PeopleWise and its Related Parties shall not use, disclose, distribute, make known or communicate any Confidential Information to any person, firm or enterprise. PeopleWise may disclose Client's Confidential Information as required to comply with any applicable law or validly issued subpoena or order, provided that, prior to compliance with any such order, and at the request and expense of Client, and to the extent not prohibited by applicable law, PeopleWise will cooperate with Client to obtain a protective order. All Confidential Information supplied by Client to PeopleWise shall be and remain at all times the sole and exclusive property of Client and/or its clients as the case may be. Client, upon PeopleWise's breach of this section, may seek injunctive relief.

As used herein, the term "Confidential Information" shall mean oral or written information, which may be identified as confidential or otherwise be reasonably recognizable by PeopleWise as confidential given the nature of such information or the circumstances under which it is disclosed, and which may include certain information relating to Client's business and business activities, financial, technical information and client information (including but not limited to clients' identities); provided, however, that the none of the Services provided by PeopleWise hereunder shall be considered to be the Confidential Information of Client; and provided, further, that "Confidential Information" will not include any information which: (i) is available to the public as of the date of this Agreement; (ii) becomes publicly available through no fault of PeopleWise or its employees; (iii) is already lawfully known to PeopleWise at the time of its receipt; or (iv) is available to PeopleWise from a third party who is not under an obligation of confidence with respect to such information.

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Addendum to PeopleWise Client Terms and Conditions (Trial Period)



LexisNexis™
PeopleWise®

700 East Technology Avenue - Building E, Suite 2200
Orem, UT 84097
Ph. 1-800-631-8777 • FAX 1-800-631-8312

This Addendum is effective as of 8/12/2004, notwithstanding the actual date of execution, and is incorporated into and made a part of the Agreement for Services between the undersigned Client and PeopleWise (the "Agreement"). Terms used herein and not otherwise defined in this Addendum have the meanings ascribed to them in the Agreement. Client and PeopleWise agree that notwithstanding anything to the contrary in Agreement, including, without limitation, Section E.1 of the Client Terms and Conditions that form part of the Agreement, either party may terminate the Agreement during the first 60 days of the Initial Term by giving 30 days' prior written notice of its intent to terminate to the other party. Except as modified herein or otherwise modified by a writing executed by Client and PeopleWise, all terms and provisions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Addendum and other terms of the Agreement, the terms of this Addendum will prevail.


CLIENT: OKALOOSA COUNTY, FL

By: 
RICHARD BRANNON

Title: PURCHASING DIRECTOR

Date: 8/12/2004

PEOPLEWISE, LLC

By: 
TOM PILKINGTON

Title: VP SALES

Date: 9/7/04

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Addendum to PeopleWise Client Terms and Conditions (For Equifax PERSONA Reports)



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Orem, UT 84097
Ph. 1-800-631-8777 • FAX 1-800-631-8312

This Addendum is effective as of 8/12/2004, notwithstanding the actual date of execution, and is incorporated into and made a part of the Agreement for Services between the undersigned Client and PeopleWise (the "Agreement"). Terms used herein and not otherwise defined in this Addendum have the meanings ascribed to them in the Agreement. In the event that Client orders, through PeopleWise, an Equifax Persona report, or a report that incorporates information obtained by PeopleWise from an Equifax Persons report, the following additional provisions apply:

1. A Persona report is a consumer credit report, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.
2. Client will permit only designated representatives of Client to request information on Client's employees, and forbid Client's employees to obtain reports on themselves, associates or other persons except in the exercise of their official duties.
3. Client is not a private detective, private detective agency, private investigative company, bail bondsman, attorney, law firm, credit counseling firm, credit repair clinic, or a person or entity that is not an end-user or decision-maker, unless approved by PeopleWise.
4. If the disclosure by Client of any information contained in a Persona report, other than in the manner permitted by the Agreement, leads to any claims or litigation, Client will indemnify Equifax and PeopleWise, their respective agents, employees, affiliated credit reporting agencies and independent contractors from any liability, damage or expense resulting from that disclosure.
5. Client releases Equifax and its affiliated companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with information contained in a Persona report and from any loss or expense suffered by Client resulting directly or indirectly from such information.
6. Client understands that Equifax may, in its sole discretion, refuse to provide a Persona report to any person or entity, and Client releases Equifax and PeopleWise from all claims, demands, actions, causes of action, suits, costs, damages, expenses, compensation, penalties, liabilities or obligations of any kind or nature whatsoever, and covenants not to sue or maintain any claim or action of any kind or nature whatsoever against either Equifax or PeopleWise, arising out of or directly or indirectly related to such refusal.
7. PeopleWise may periodically conduct audits of Client regarding its compliance with the FCRA and the Agreement. Audits will be conducted by mail whenever possible and will require Client to provide documentation as to permissible use of particular consumer reports. Client gives its consent to PeopleWise to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of the Agreement, constitute grounds for immediate termination of the Agreement notwithstanding any other provision of the Agreement. With respect to termination resulting from a failure to fully cooperate or a material breach, Client (i) unconditionally releases and agrees to hold PeopleWise harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise or relate to such termination and (ii) covenants that it will not assert any claim or causes of action of any kind or nature whatsoever against PeopleWise.
8. Client certifies that it has read and understands its obligations under the FCRA and the penalties for requesting consumer report information under false pretenses.
9. The terms of this Addendum, and the other terms of the Agreement, constitute the entire understanding of the parties regarding the Persona reports obtained by PeopleWise from Equifax for the use of Client. In the event of any conflict between the terms of this Addendum and other terms of the Agreement, the terms of this Addendum will prevail.

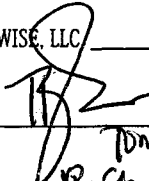
CLIENT: OKALOOSA COUNTY, FL

By: 
RICHARD BRANNON

Title: PURCHASING DIRECTOR

Date: 8/12/2004

PEOPLEWISE, LLC

By: 
Tom Pilkington

Title: VP, Sales

Date: 9/7/04

RECEIVED

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HR NORTH