



Client Agreement

Contact Information

Date: ____ / ____ / ____	
Organization: _____	
Contact Name: _____	Title: _____
E-mail: _____	Phone: (____) _____
Address: _____	Fax: (____) _____
City: _____	State: _____ Zip: _____

Pricing (Web Application Subscription)

Set-Up Fee:	\$0.00
Annual Subscription Fee:	\$495.00
Optional: State Databases (list) _____ _____	\$130.00 each
Total (include payment or purchase order):	\$ _____

- Includes:*
- Unlimited Transactions
 - Unlimited Batches
 - Toll-free Support
 - Application updates
 - Daily database updates

License Agreement

This License is granted to the above-named organization (hereinafter "Licensee" and/or "you"). Licensee has read and accepted the following terms and conditions for use of EPStaffCheck™ (hereinafter "Software") and associated information, data, applications, services, and files.

Software has been developed by Yost Engineering, Inc. (hereinafter "YEI") which YEI licenses to Licensee on a non-exclusive basis. Software and associated data, data formats, and accompanying documentation is copyright © 1998-2009 by YEI and is protected by United States Copyright law and also by International Treaty provisions. Any use of Software in violation of copyright law or the terms of this agreement will be prosecuted to the full extent of the law.

YEI authorizes you to use Software only for the normal business purposes of Licensee, and only for Licensee's own employees, vendors, and potential hires and contractors/consultants for the purpose of performing exclusion verification and screening. You may not provide Software access or results to others or on behalf of other organizations. You may not sublicense, assign or transfer this license or Software to any party. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void and shall immediately terminate this license. YEI shall treat all data and information provided by Licensee through use of the application as confidential, and shall not rent, sell, lease, or otherwise share such information with third parties except as required by law.

This software contains trade secrets and in order to protect them you may not modify, copy, adapt, translate, rent, lease, loan, resell for profit, distribute, network decompile, disassemble, or create derivative works based on Software or the associated data. If Licensee transfers possession of or access to Software or data, or alters the information in the database by means other than the supplied utility, this license is automatically terminated. Under no conditions may you remove the copyright notices that are made part of Software or documentation.

Software is provided “as-is” without warranty of any kind, either expressed or implied. In particular, YEI disclaims all warranties of merchantability or fitness for any particular purpose and Licensee waives all claims against YEI for special, direct, indirect or consequential damages arising out of or in connection with the use or performance of Software. Yost Engineering, Inc. does not warrant that the data contained in Software will meet your requirements or that the operation of Software will be uninterrupted or without error. Licensee acknowledges that Software has not been developed according to his/her specifications or otherwise custom-made.

This license is perpetual and is effective until terminated by either party. It will terminate upon conditions set forth elsewhere in this agreement, and will also terminate if you fail to comply with any term or condition of this agreement, or if Licensee fails to pay fees billed in accordance with the Client Agreement or the then-current fees for use of Software, or if Licensee cancels the yearly Subscription renewal. You agree that YEI will be awarded court costs and reasonable attorney fees if it prevails in any action or proceeding against Licensee due to Licensee’s breach of this license. If YEI ceases provision of the Software, a pro-rated refund will be made to Licensee.

You acknowledge that Software, the process and technologies therein, as well as any other information or materials made available to you by YEI are valuable assets, trade secrets and/or copyrighted material. YEI retains title to Software provided to Licensee. You agree to ensure that neither you nor any of your employees, agents or any other persons, disclose, divulge or make available, Software or any part thereof, or any system data, technologies, processes, documentation or information with respect thereto, to any person or other entity, without Yost Engineering, Inc.’s prior written consent (except to YEI or your employees solely for the purposes specifically related to Licensee’s use of Software). Furthermore, you shall take all steps necessary by instruction, agreements, or otherwise, to ensure compliance with the terms of this agreement by your employees and any and all other parties who may have contact with or access to Software.

This agreement will be governed by the laws of the State of Ohio. Should any provision of this agreement be declared unenforceable in any jurisdiction, then such provision will be deemed to be severable from this agreement, and not affect the remainder hereof. You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. YEI reserves all rights in Software not specifically granted in this agreement.

Should you have any questions concerning this agreement, you may contact YEI by writing to the following address: Yost Engineering, Inc., 630 Second Street, Portsmouth, OH 45662.

Agreement by Licensee

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Uptime Guarantee

YEI warrants that web applications hosted by YEI will meet or exceed a 98.5% uptime. This uptime guarantee applies only to servers under YEI control. No guarantee is offered for Licensee's internet connectivity, or for regional internet outages or backbone carrier failures or general failures of the internet infrastructure. YEI shall use its best efforts to provide alternative service delivery methods in the event of an extended generalized infrastructure failure.

