



Please submit completed forms via fax to:

(877)-273-8361

Name of Business/DBA: _____

Owner/Primary Contact Name _____

Payment Address _____

City _____ **State** _____ **Zip** _____

Main Phone _____ **Fax** _____ **Alt Phone:** _____

Contact Email _____ **Tax ID/SSN** _____

Area Served:

County, State	Felony	Misdemeanor	Civil
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Include additional service areas on separate sheet

Additional Services: (i.e. Worker's compensation research, Tax/lien judgment research, etc)

References:

Phone:

1) _____

2) _____

Related experience (include dates)

RESEARCHER AGREEMENT

When you submit an application to become a Researcher for USDatalink, you agree to all of the terms and conditions of this Agreement. Please read the following terms and conditions carefully, as they constitute collectively the agreement (the "Agreement") between you ("you" or "Researcher") and Administaff Holdings, LLC d/b/a USDatalink and/or CourtCouriers.com ("USDatalink"). This Agreement supersedes and replaces any previous agreements between you and USDatalink. Additionally, you affirm that you have read the Terms of Use and Privacy Policy ("Policy") as posted on the USDatalink and CourtCouriers.com website ("Site"), agree to read all updates and revisions to the Policy, and agree to be bound by the then current terms of the Policy.

1. This Agreement becomes effective upon the earlier of a) your execution of this Agreement b) when you accept any project regardless of whether or not this Agreement is signed. If you do not agree to these terms, you should not accept and perform any research assignments for USDatalink. Upon commencement, this Agreement shall continue in effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods. Either party may terminate this Agreement, with or without cause, by providing the other party with ten (10) days prior written notice. Additionally, USDatalink may immediately suspend or terminate this Agreement without notice if it believes that you have engaged in fraudulent or illegal activity in connection with this Agreement, or if you have breached any of the terms of this Agreement. Changes to this Agreement outside the form provided shall be void and of no force or effect unless signed by both parties.

2. This Agreement is not an exclusive Agreement. Either party is free to enter into similar agreements with other parties.

3. RESEARCHER AGREES TO INDEMNIFY AND HOLD HARMLESS USDATALINK, ITS AFFILIATES, AND ITS AND THEIR CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER RESEARCHERS, AGAINST ANY AND ALL DIRECT OR INDIRECT LOSSES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEYS' FEES), OR LIABILITIES OF WHATEVER NATURE OR KIND ARISING OUT OF RESEARCHERS BREACH OF THIS AGREEMENT OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDINANCE. YOU WILL NOT HOLD USDATALINK, ITS AFFILIATES OR SUBSIDIARIES LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES SUFFERED AS A RESULT OF CLAIMS BY THIRD PARTIES RELATED TO YOUR BREACH OF THIS AGREEMENT OR VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDINANCE. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

4. WARRANTIES:

a) YOU HEREBY AGREE, WARRANT AND REPRESENT THAT:

- i. Your desire to search, deduce or provide information in no way involves any intention to harm, to cause any type of physical, emotional or financial harm, to harass, to stalk (as described by applicable laws), to publish, to broadcast or to otherwise take any illegal action against any person, company, organization or third party which is subject to the inquiry;
- ii. You will gather information in a careful and professional manner, only in strict compliance with USDatalink's privacy policies and protocols as well as all applicable

federal, state, and local laws, rules, regulations, and ordinances, including but not limited to those concerning privacy, security, telephone solicitation, fax broadcast, e-mail transmission, direct marketing, consumer lending, and employment;

- iii. You will not transmit to USDataLink or to or through CourtCouriers.com any information or materials of any kind which (i) violate, plagiarize or infringe on the intellectual property or contractual rights of any third party; (ii) contain libelous, defamatory, obscene, pornographic, abusive or otherwise unlawful material; or (iii) contain any viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (iv) contain any Personal Information (defined below) of any individual unless such information is masked or encrypted or input into CourtCourier.com's secure on-line system;
- iv. All information contained in the Research Application or any other information that you submit to USDataLink in connection with your request to become a Researcher for USDataLink is accurate, truthful and complete; and
- v. You are a legal resident of the United States, over the age of 18, legally authorized to work in the United States, and have never been convicted of any felony or any form of identity theft or any crime regarding theft of personal information.

b) You further agree that

“Personal Information” means any personally identifiable information or data concerning or relating to any individual, including but not limited to, name in combination with Social Security number, driver's license or state issued identification number, or financial or credit or debit card account number. If you maintain Personal Information in connection with the provision of services to USDataLink, you warrant that you fulfill the requirements of and are in full compliance with the requirements of any federal, state or local laws and regulations which establish the minimum standards to be met in connection with the safeguarding of Personal Information contained in both paper and electronic records. You represent and warrant that you have implemented appropriate measures to establish a security program with respect to Personal Information which: (i) ensures the security and confidentiality of Personal Information, (ii) protects against any anticipated threats or hazards to the confidentiality, security or integrity of Personal Information, and (iii) protects against any unauthorized access to or use of such Personal Information, including but not limited to any access or use that could result in substantial harm or inconvenience to Researcher or USDataLink or any of either party's consumers, customers, employees or agents. USDataLink reserves the right to audit Researcher to assure compliance with the requirements of this section;

c) These warranties are in addition to, and shall not be construed as restricting or limiting any warranties of the Researcher, express or implied, or which are provided by law or exist by operation of law. You fully defend and indemnify USDataLink, its related entities and its or their officers, directors, employees and contractors against any damage or cost arising out of any breach of representation or warranty hereunder.

5. You understand and agree that you are free to accept or reject assignments posted on CourtCouriers.com or as otherwise provided by USDataLink. USDataLink shall pay Researcher in accordance with the pricing agreed upon by the parties in the applicable request related to each accepted assignment. As Researcher is expected to supply all tools and materials needed to complete

accepted assignments, USDatalink will not reimburse Researcher for Researcher's business-related expenses, including but not limited to expenses incurred in connection with travel, training, copy machines, facsimile machines, telephone calls, and computer access. Approximately every two weeks, USDatalink shall review your accepted assignments and forward payment to you for satisfactorily completed assignments along with a summary of the work performed by you during the relevant period. In the event of termination of this Agreement, USDatalink shall pay Researcher for authorized services satisfactorily performed up to the time of termination, within thirty (30) days of the termination.

6. You agree and warrant that you have access to the Internet and to a current functional e-mail address or that you have access to a secure facsimile. You take full responsibility to ensure that your email filter does not block or misplace emails. You shall ensure that your username and password to log into USDatalink's CourtCouriers.com system are kept secure and secret from any other party, and shall indemnify and hold USDatalink harmless from any damage or loss from your failure to do so.

7. You acknowledge that you are an independent contractor of USDatalink and that nothing contained herein may be construed to make you an employee, agent, partner, or joint venturer of USDatalink or any affiliate thereof. Further, you understand and agree that under no circumstances shall you be eligible for, or entitled to participate in, any of the employee benefit plans, programs, policies or practices which may be in effect for the employees of USDatalink, including, without limitation, any pension, retirement or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; and vacation or holiday pay plan, or any separation payment plan. Although you agree you are an independent contractor of USDatalink, if a court or governmental agency makes a contrary determination, you agree to waive any rights to benefits under any of the employee benefit plans, programs, policies or practices which may be in effect for the employees of USDatalink.

8. All reports, information, materials or other work product submitted by you to USDatalink that is created or acquired by Researcher in performing research under this Agreement ("Engagement Work Product"), and all Intellectual Property therein, shall be the property of USDatalink. Researcher hereby assigns, and agrees to assign to USDatalink, without further compensation, all rights, title and interest in the Engagement Work Product. Researcher further acknowledges that any and all works of authorship developed, conceived, or created as part of the Engagement Work Product shall, to the extent allowed by law, be considered "works for hire" as that term is defined under United States copyright law. For purposes of this Agreement, "Intellectual Property" means anything that is, has been, or is capable of being patented, protected as a trade secret, protected by copyright law, or protected by or under any other United States or foreign laws or statutes relating to intellectual or industrial property rights.

9. Researcher shall not assign this Agreement without the prior written consent of USDatalink. USDatalink may assign this Agreement to any wholly owned subsidiary of Administaff, Inc. without obtaining the consent of Researcher and without prior notice. This Agreement shall be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

10. This Agreement shall be governed by the laws of the State of Texas applicable to agreements as if made and to be performed wholly within such state, except for its provisions regarding conflicts of laws. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Texas. Venue shall be in Harris County, Texas.

11. You agree to provide correct and valid contact information where you can be contacted in order for USDatalink to confirm your identity, communicate requests, and make payments.

12. Written notices may be provided to USDataLink by sending to the attention of Senior Vice President of Legal, Administaff Holdings LLC, 19001 Crescent Springs Drive, Kingwood, Texas, 77339, Facsimile 281-348-2859. Notice shall be effective if mailed by US mail, return receipt requested or if sent by national overnight courier. Facsimile shall constitute effective notice provided that proof of transmission is provided. E-mail shall not constitute effective notice.

Researcher

Signed: _____

Printed Name: _____

Title: _____

Date: _____