

ADDENDUM TO AGREEMENT

WHEREAS, MicroBilt Corporation, a Delaware corporation (“MicroBilt”) and the below referenced company, (“User”) are parties to an Agreement with Exhibit(s) thereto (“Agreement”) dated _____, 20__, the terms of which are incorporated herein and except as amended herein shall remain in full force and effect; and

WHEREAS, MicroBilt and User (each a “Party” and together the “Parties”) wish to amend the Agreement to provide further rights and responsibilities of the Parties with regard to the services rendered to User by MicroBilt and User’s payment to MicroBilt therefore.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

- (1) The Agreement shall be amended such that MicroBilt shall make available to User, access to the Death Master File (“DMF”), which shall be billed by MicroBilt to User and paid for by User to MicroBilt in the following amounts and in the manner as prescribed for in the Agreement, subject to the below additional terms and conditions:

User certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the DMF is appropriate because:

- a. **Certified Person:** User has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and
- b. **Security:** User has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applies to User; and
- c. User shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
- d. **Penalties:** User acknowledges that failure to comply with the provisions above may subject MicroBilt to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- e. **Indemnification and Hold Harmless:** User shall indemnify and hold harmless MicroBilt, its applicable vendors and Repositories, from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with User’s, or User’s employees, contractors or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- f. **Liability:**
 - a. Neither MicroBilt, nor its applicable vendors and the Repositories, (a) make any warranty, express or implied, with respect to information provided under this Addendum or the Agreement, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF may have inaccuracies and MicroBilt, nor its applicable vendors and the Repositories, and the Social Security Administration (“SSA”), which provides the DMF, do not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

b. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

- i. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,
- ii. Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.

The Parties hereto agree that capitalized, quoted, bolded, italicized or underlined terms used in this Addendum, if any, but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This Addendum, together with the Agreement constitutes the entire understanding between the Parties hereto with regard to the subject matter contained herein and may be modified only by the written consent of both Parties hereto.

The Parties certify that the terms on this and the prior pages have been read and that the undersigned agree to the terms of this Addendum as written on behalf of his or her organization or business and represents that he / she is authorized to execute on behalf of the party so indicated.

The Parties acknowledge that this Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, with facsimile signatures construed as valid and binding marks.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date first below written and have caused this Addendum to be incorporated into the Agreement between the Parties.

User: _____

MicroBilt Corporation

Signature of Owner or Officer

Signature of Officer

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date