This NCAC Agreement ("Agreement") is between Idemia Identity and Security USA, LLC ("Idemia") and the company or organization identified below ("Customer"), and sets forth the terms and conditions under which Idemia will provide no-charge authorization codes ("Authorization Code(s)") to Customer for distribution to applicants required to submit to a fingerprint-based background check ("Applicant(s)") through the NY Civil Fingerprint Vendor-Managed Network Program.

Applicants will present an Authorization Code to Idemia at the time Idemia collects their fingerprints and verifies their biographic information ("Applicant Information"). Upon Idemia's collection of Applicant Information, Idemia will charge the credit card identified by Customer in a Credit Card Authorization Agreement ("Credit Card").

Idemia will provide an initial quantity of _____ **(minimum order of 50)** Authorization Codes to Customer upon execution of this Agreement and a Credit Card Authorization Agreement. All of the codes will expire within six (6) months of thedate of issuance to Customer or at the date of expiration of the Credit Card, whichever occurs first. Customer will not be charged for Authorization Codes that have not been redeemed before expiration. Idemia will provide additional Authorization Codes at a quantity **(minimum order of 50)** requested by Customer. The provision and redemption of additional Authorization Codes provided to Customer will be governed by the terms of this Agreement.

Idemia will provide all Authorization Codes to an email address provided by Customer, in a password-protected file. Customer may distribute the Authorization Codes to applicants via any method of delivery (e.g., email, US mail).

Idemia will debit the Credit Card for the amount corresponding to the New York Fingerprint service code identified by the Customer in this agreement. Customer will also be charged a $1 convenience fee for every applicant who uses an NCAC code assigned to Customer. The receipt provided to the applicant at time of service will indicate payment via NCAC and is not a credit card receipt, and does not, therefore, reflect the $1 convenience fee established with this agreement.

If the State of New York or other relevant government agency authorizes or dictates a fee increase or decrease in Fingerprint fees, Idemia will charge Customer the new fee for any redemption of Authorization Codes occurring on or after the effective date of the fee change.

Customer acknowledges and agrees that Customer will be responsible for all Credit Card charges for Authorization Codes issued to Customer and provided to Idemia by applicants, regardless of whether the corresponding Authorization Codes are obtained or redeemed by fraud, redeemed by persons to whom Customer did not issue the Authorization Codes, or that are transferred in violation of any terms and conditions under which Customer distributes the Authorization Codes.

If a charge to the Credit Card is declined by Idemia's payment processor or by the issuer of the Credit Card, or if Idemia is otherwise unable to obtain payment through the Credit Card, or if any Idemia charges to the Credit Card are refused or disputed, Idemia will require payment in full prior to or at the time of processing any further applicants of Customer, until such time that Idemia notifies Customer that the payment issue has been resolved.

Please indicate acceptance of these terms by having an authorized representative of Customer sign below, and return a copy to Idemia via fax at 615-871-0845 or by email to NYUEPAccounts@us.idemia.com.

IF HAND WRITING, PLEASE PRINT LEGIBLY

ACCEPTED AND AGREED TO:

Name of Customer: _____

Nine Digit Tax ID or EIN Number: _____

Service Code(s): _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____