

ABUSE PREVENTION SYSTEMS BACKGROUND CHECK TERMS AND CONDITIONS

Introduction

Abuse Prevention Systems LLC ('Abuse Prevention Systems') is a Consumer Reporting Agency. It provides clients with Consumer Reports and/or Investigative Consumer Reports as defined by the Fair Credit Reporting Act (collectively 'Reports') in accordance with applicable law.

These terms and conditions ('Terms and Conditions' or 'Agreement') govern all Reports and background screening services obtained through Abuse Prevention Systems and constitute a binding agreement between Abuse Prevention Systems and your organization ('Member' or 'You').

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU ORDER REPORTS THROUGH ABUSE PREVENTION SYSTEMS OR USE ABUSE PREVENTION SYSTEMS BACKGROUND SCREENING SERVICES IN ANY MANNER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ORDER OR USE ABUSE PREVENTION SYSTEMS REPORTS OR SERVICES IN ANY WAY.

THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF MEMBER CERTIFIES THAT THEY HAVE THE AUTHORITY TO BIND THE MEMBER.

Specific Terms

1. Identification of Permissible Purpose For Receiving Reports.

Member hereby certifies that all of its orders for Reports from Abuse Prevention Systems shall be made, and the resulting reports shall be used, solely for '**employment purposes**' under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. According to guidance from the Federal Trade Commission, checks for 'employment purposes' may include not only those executed on traditional employees, but also those conducted on independent **contractors** and **volunteers**.

Member shall not request, obtain, or use Reports for any other purpose. Among other things, Member shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Member's own data, or otherwise in any service which is derived from the Reports provided by Abuse Prevention Systems. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. Legal Certifications For Employment-Related Reports.

Member understands that various legal requirements apply if/when it orders Reports for employment purposes. Member shall comply with all such requirements. In particular, Member makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

2.1 Disclosure. Member certifies that, in compliance with the FCRA, prior to ordering a Report, Member shall make a clear and conspicuous 'disclosure' in writing to the individual about whom the Report will be run ('the Consumer'). The 'disclosure' shall explain that a Consumer Report may be procured for employment purposes. The 'disclosure' shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The 'disclosure' shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

2.2 State Law Notifications. Member certifies that before ordering a Report from Abuse Prevention Systems, it shall also provide any necessary notifications under applicable federal, state and/or local law to the Consumer. Member understands that various states, including, but not limited to, California, Minnesota,

Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Member also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Member. Member agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are met.

2.3 Written Consent. Member certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.

2.4 EEO Law and Regulation Compliance. Member certifies that it shall not use information contained in a Report provided by Abuse Prevention Systems in violation of any applicable federal, state and/or local equal employment opportunity law or regulation.

2.5 Adverse Action Procedures. Member certifies that before Adverse Action based in part or whole on a Report from Abuse Prevention Systems, it shall follow all legally-required 'Pre-Adverse Action' procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another Adverse Action based in whole or part on a Report provided by Abuse Prevention Systems, Member will provide to the Consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the Consumer entitled 'A Summary of Your Rights Under the Fair Credit Reporting Act,' and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the Pre-Adverse Action communication described above, Member shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any Adverse Action. After the appropriate waiting period, and assuming no dispute, Member will issue to the Consumer notice of any Adverse Action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the Consumer Reporting Agency, Abuse Prevention Systems, (2) a statement that the Consumer Reporting Agency did not make the decision to take the Adverse Action and is unable to provide the Consumer the specific reasons why the Adverse Action was taken, (3) a statement that the Consumer may obtain a free copy of the Consumer Report from the Consumer Reporting Agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the Consumer Reporting Agency the accuracy or completeness of any information in a Consumer Report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Member will afford Abuse Prevention Systems the legally-allowed time to resolve the dispute before deciding whether to take Adverse Action.

2.6 Certifications Associated With Each Order. By having Abuse Prevention Systems prepare a Report for Member, Member is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Member (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by Abuse Prevention Systems will not be used in violation of any applicable federal, state and/or local equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Member will comply with the Adverse Action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent Adverse Action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having Abuse Prevention Systems prepare a Report for Member, Member is certifying that: (1) Member has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Member has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Member from Abuse Prevention Systems, (3) Member will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Member has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. Additional Commitments For Reports Containing Certain Types Of Information.

3.1 Credit History Information. If Member chooses to order credit reports from Abuse Prevention Systems, it certifies the following:

- A. Member understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Member certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by Abuse Prevention Systems.
- B. Member acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Member therefore agrees to the following:
 - a. Member shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - b. Member shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Member. Abuse Prevention Systems will arrange for an inspector to come to the Member's location. For residential offices, the inspection and fee will be annual.
 - c. Member shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of Consumer information; Member shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.
 - d. Member understands that it must notify Abuse Prevention Systems if it shares space with another business or provides multiple services within a single shared working environment. Member understands that it must sign an additional addendum related to the security and use of information from a credit bureau before receiving credit information in such an instance.
 - e. Member shall release and indemnify the credit bureau from all liability arising from the Member's unauthorized access, improper use, or reliance on Consumer credit information provided pursuant to this agreement.
 - f. Member shall comply with any other requirement imposed by a credit bureau, so long as Abuse Prevention Systems makes Member aware of such a requirement.

3.2 Criminal History Information. Abuse Prevention Systems recommends that Members screen Consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Member understands that Abuse Prevention Systems is not responsible for existing records that fall *outside the scope* of the search(es) ordered by Member. Member further understands that the multi-state/nationwide database information will be offered only in conjunction with a county or state-level verification of any possible 'hit,' and that Member will be separately charged for the associated fees. Finally, Member is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Member agrees to monitor all applicable legal restrictions concerning the use of criminal history information, and take all necessary steps to comply with legal restrictions.

3.3 Motor Vehicle Record Information. Member certifies that it will only order motor vehicle records and/or driving records (collectively 'MVRs') in strict compliance with the Driver Privacy Protection Act ('DPPA' at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Member further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Member shall not retain or store any Abuse Prevention Systems-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Member may keep a copy of a Consumer's MVR in the Consumer's file. Member shall not transmit any data contained in the reported MVR via the internet or any other unsecured means. Member understands that when MVRs are sought in certain states, Member will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by Abuse Prevention Systems. Member agrees to complete such state-specific written consent materials as required by law or requested by Abuse Prevention Systems. Member further agrees to maintain such materials for no less than five (5) years.

4. Obligations Regarding The Security of Reports.

Member understands that Reports contain sensitive, personal information. Accordingly, Member agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

4.1 Prevent Misuse Of Services Or Information. Member shall only request Reports for one-time use. Member agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Member agrees that Abuse Prevention Systems may temporarily suspend Member's access pending an investigation of Member's use or access. Member agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Abuse Prevention Systems may immediately terminate this Agreement.

4.2 Properly Maintain The Member Account. Member is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with Abuse Prevention Systems. Member shall manage all Account IDs and notify Abuse Prevention Systems promptly if any Account ID becomes inactive or invalid. Member shall follow the policies and procedures of Abuse Prevention Systems with respect to account maintenance as communicated to Member from time to time.

4.3 Limit Access Within Organization. Member shall disclose Reports internally only to Member's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Member shall ensure that such designated and authorized employees or volunteers shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties. If any designated and authorized employee orders a Background Check on himself or herself, Abuse Prevention Systems will send the Report to another designated and authorized employee associated with the Member's account. As well, Abuse Prevention Systems reserves the right to communicate with Organization leaders associated with the Member, in the event this occurs.

4.4 Limit Distribution Outside of Organization. Member shall hold any Report obtained from Abuse Prevention Systems in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

4.5 Disposal of Consumer Report Information. Member agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of Consumer Report information may include: (1) Burning, pulverizing, or shredding papers containing Consumer Report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing Consumer Report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of Consumer Report information. In all instances, Member's report disposal procedures shall comply with applicable law.

4.6 Properly Handle Any Potential Or Actual Security Breaches. In the event that Member learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Member shall comply with any and all applicable data breach laws.

5. Scope of Information Provided. Abuse Prevention Systems shall seek out and deliver information consistent with the service descriptions set forth on its website at www.AbusePreventionSystems.com at the time of the relevant search. Member understands that it must review and consider the scope of a search before placing an order with Abuse Prevention Systems. Member also understands that it will not receive information from Abuse Prevention Systems that falls outside of a requested search, and that it will not receive information that Abuse Prevention Systems determines—in its sole discretion—to be unreportable under applicable law. Abuse Prevention Systems may reach out to Consumers directly from time to time in connection with a background investigation.

6. No Legal Advice.

Member acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Member understands and acknowledges that Abuse Prevention Systems is not a law firm and does not provide legal advice in connection with Abuse Prevention Systems's furnishing of Reports to Members or Member's use of such Reports. Member understands that any communications by Abuse Prevention Systems's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Member shall consult with counsel as appropriate before deciding whether to act upon information reported by Abuse Prevention Systems. Member understands that sample forms or documents made available by Abuse Prevention Systems to Members, including, but not limited to, sample disclosure notices, written authorizations, and Adverse Action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Member shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of Abuse Prevention Systems's sample documents or processes—including any process designed to obtain the Consumer's consent to the Background Check—is entirely optional. Therefore, if Member chooses to use Abuse Prevention Systems's sample documents or processes in part or whole, Member agrees that such documents/processes should be considered its own (not that of Abuse Prevention Systems), and that Member has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Member further understands that Abuse Prevention Systems cannot and does not guarantee that any sample documents translated into Spanish or other languages are legally compliant or appropriate, and that member remains exclusively responsible for ensuring that any translated sample documents it uses meet all applicable legal requirements. Member shall indemnify and hold harmless Abuse Prevention Systems, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Member's use of sample forms, sample documents, or processes made available by Abuse Prevention Systems.

7. Responsibility for Decision-Making.

Member understands and agrees that Abuse Prevention Systems does not make the decision to deny employment or take any other Adverse Action based on any reported findings in the Abuse Prevention Systems investigation process. This responsibility rests solely with Member. Member accepts full responsibility for any decision or Adverse Action made in part or whole on a Report provided by Abuse Prevention Systems.

8. Warranties, Remedies, and Indemnification.

8.1 Abuse Prevention Systems assembles information from a variety of sources, including courthouses and government agencies. Member understands that these information sources are not maintained by Abuse Prevention Systems. Therefore, Abuse Prevention Systems cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, Abuse Prevention Systems has in place procedures designed to ensure the maximum possible accuracy of the information reported and

also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

8.2 Member understands that Abuse Prevention Systems obtains the information in its Consumer Reports from various third-party sources 'AS IS' and, therefore, is providing the information to Member 'AS IS.' **ABUSE PREVENTION SYSTEMS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; ABUSE PREVENTION SYSTEMS EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**

8.3 In addition to any indemnification obligation set forth elsewhere in this Agreement, Member shall indemnify and hold harmless Abuse Prevention Systems, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Member of this Agreement or addenda to this Agreement, (ii) Member's violation of applicable laws or ordinances, or (iii) Member's negligence, misconduct, recklessness, errors or omissions.

8.4 ABUSE PREVENTION SYSTEMS SHALL NOT BE LIABLE TO MEMBER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF ABUSE PREVENTION SYSTEMS WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, ABUSE PREVENTION SYSTEMS SHALL NOT BE LIABLE TO MEMBER UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO ABUSE PREVENTION SYSTEMS BY MEMBER DURING THE 12-MONTH PERIOD BEFORE SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO MEMBER ARE PREMISED ON THIS CAP ON DAMAGES.

9. Fees and Invoices.

Member shall be responsible for paying all costs and fees for services rendered to it, consistent with the [Domestic Court Access Fees Document](#). Member shall be responsible for all charges incurred, including applicable court access costs, as well as charges resulting from Member's errors in inputting data, duplicate requests, and errors in transmission. Abuse Prevention Systems may increase its fees for service at any time upon written notice. Member will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Member shall review all invoices furnished and shall notify Abuse Prevention Systems of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Member. If it becomes necessary for Abuse Prevention Systems to pursue any collection of any amount due from Member under this Agreement, in addition to the principal amount due and interest, Abuse Prevention Systems shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

10. Term.

This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, Abuse Prevention Systems may terminate this Agreement immediately upon written notice if Member is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Member undergoes a change in ownership. In addition, Abuse Prevention Systems may terminate the Agreement immediately if it determines that Member has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

11. **Miscellaneous.**

11.1 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.2 Independent Contractor. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

11.3 Address Change. Member shall notify Abuse Prevention Systems if Member changes its name or address.

11.4 Information for 'Vetting Purposes.' Member shall be expected to provide certain information to Abuse Prevention Systems regarding the nature of its business so that Abuse Prevention Systems may appropriately 'vet' Member before providing Reports. Among other things, Member shall provide a photocopy of Member's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation. If Member has been in business LESS than one (1) year, Member must also send a photocopy of two of the following items: A copy of a utility or telephone bill in the business name for services at the principal place of business, a copy of the lease or proof of property ownership, a copy of a bank statement addressed to the Member, or a copy of the commercial insurance under Member's name.

11.5 General Legal Compliance. Member shall comply with all laws applicable to its ordering, receipt, or use of Reports from Abuse Prevention Systems.

11.6 Receipt of Federal Notices. Member acknowledges that it has received a copy of '[A Summary of Your Rights Under the Fair Credit Reporting Act](#)' and '[Notice to Users of Consumer Reports](#),' which are attached as Exhibits B and C to this Agreement.

11.7 Audits. Abuse Prevention Systems shall have the right to conduct periodic audits of Member's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Member either directly or through Abuse Prevention Systems. The scope and frequency of any audit shall be at the reasonable discretion of Abuse Prevention Systems and will be subject to requirements imposed by third-party vendors. Abuse Prevention Systems will provide reasonable notice prior to conducting any audit provided that Abuse Prevention Systems has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by Abuse Prevention Systems, including, but not limited to, immediate termination of this Agreement.

11.8 Forum Selection and Choice of Law. Texas law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the appropriate state court in Texas or the appropriate federal court in Texas. Both parties agree that personal jurisdiction exists in Texas.

11.9 Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

11.10 Force Majeure. The obligation of Abuse Prevention Systems to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

11.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Member shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of Abuse Prevention Systems.

11.12 No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

11.13 No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.

11.14 Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein.

11.15 Survival. The following provisions shall survive termination of this Agreement: 3.1(B)(e), 4, 6, 7, 8, 9, 11.5, and 11.8.

11.16 Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.