

Professional Services Agreement Contractor

Instructions: Complete and return this agreement to Veriforce® by fax at 281-715-5780 or email to billing@veriforce.com. Please note **ALL** pages must be initialed and returned to Veriforce. You will receive email confirmation once the agreement has been processed. This will include your VeriSource™ software application login information. If you have any questions, please contact Veriforce at 800-426-1604 or customerservice@veriforce.com. All initials and signature must be handwritten, not typed

- Option 1:** Check here if you have never executed a Professional Services Agreement with Veriforce. Please complete this agreement, checking any boxes for additional “Elective Services” in Exhibit A. Execute and submit to Veriforce with a check payable to Veriforce, or, to pay by either e-check or credit card, return the Payment Authorization Form for the total amount due. **Fee required.**

- Option 2:** Check here if you have never executed a Professional Services Agreement with Veriforce and will **ONLY** be using Drug and Alcohol services. Please complete this agreement, execute and return to Veriforce. **No Fee required.**

- Option 3:** Check here if you have previously signed a Drug and Alcohol Professional Services Agreement and now need other services. Please complete this agreement, checking any boxes for additional “Elective Services” in Exhibit A. Execute and submit to Veriforce with a check payable to Veriforce, or call to authorize a credit card payment for the total amount due at the bottom of Exhibit A. **Fee required.**

- Option 4:** Check here if your account has previously been canceled and you are now re-establishing service. Please complete this agreement, checking any boxes for additional “Elective Services” in Exhibit A. Execute and submit to Veriforce with a check payable to Veriforce, or, to pay by either e-check or credit card, return the Payment Authorization Form for the total amount due. If account cancelation was due to non-payment, Veriforce reserves the right to collect any and all fees associated with collection of prior balances before services will be re-established. **Fee required.**

This Professional Services Agreement, together with its attached “Exhibit A” and “Exhibit B” (“Agreement”), is entered into by and between Contractor, as further described below, and Veriforce, collectively referred to as the “Parties” and sometimes individually referred to as “Party.” It shall be in effect as of the Effective Date and continue in effect until terminated as provided herein.

Contractor Company Name (Legal and D/B/A where applicable):

Veriforce: Veriforce, LLC - a New Mexico limited liability company

Veriforce Address for Notice:

Address: 1575 Rayford Sawdust Rd. Suite 600, Woodlands
TX. 77380
Phone: 800-426-1604
Fax: 281-715-5780
E-Mail: billing@veriforce.com

| For Internal Use Only | | |
|-----------------------------------------|----------|-----------|
| Effective Date/Initiation Fee Received: | | |
| GP ID: | | |
| VeriSource Account: | User ID: | Password: |

TERMS

A. Definitions. These terms will have these meanings when used in the Agreement:

“Accident”: has the same meaning assigned in 49 CFR §195.

“Confidential Information”: any document or other information provided by a Party to the other Party in the course of Veriforce providing services pursuant to this Agreement except any information which is readily available to the public.

“Contractor”: a person or entity that is contracting with the Veriforce Client. The Contractor is not a contractor, employee or agent of Veriforce.

“Drug and Alcohol Testing Requirements”: Drug and alcohol testing, education and training required by Title 49 Parts 199 and 40 of the Code of Federal Regulations.

“Incident”: has the same meaning assigned in 49 CFR §191.

“Qualified Individual”: a person who has been evaluated and deemed able to: (a) perform assigned covered tasks; (b) recognize and react to abnormal operating conditions, and (c) maintains current qualification. Qualified Individuals are documented and reported in the Veriforce compliance management software application, VeriSource.

“Veriforce Client”: the entity who has contracted with Veriforce to manage its program(s) in order to substantiate Contractor compliance with specific requirements. This is the entity who hires the Contractor to perform work.

“Veriforce Procedures”: Procedures established by Veriforce which may be amended from time to time by Veriforce.

“Veriforce Work Product”: all forms, manuals, procedures, training, and/or other materials developed by or used by Veriforce in the course of performing services under this Agreement.

“VeriSource™”: An integrated OQ, Drug & Alcohol, and Safety compliance management software application that allows Veriforce customers/clients to manage and review various records pertaining to companies and/or individuals.

B. Scope of Services to be Performed by Veriforce. Veriforce will provide Contractor with one or more of the services as required by the Veriforce Client and as described on the Veriforce website (www.veriforce.com) as those services may change from time to time in support of Veriforce Client's efforts to establish, implement, and monitor activities related to meeting regulatory and other requirements.

C. Contractor Obligations. By executing this Agreement, Contractor acknowledges that, in addition to its other obligations set out in this Agreement, it understands it is agreeing to meet each of the following obligations:

1. **Compliance with Veriforce Procedures.** All statements, certifications, and actions of the Contractor, as they relate to this Agreement, shall be accomplished in full accordance with Veriforce Procedures, applicable Veriforce Client requirements, and applicable federal/state regulatory requirements. Furthermore, Contractor agrees to ensure that all activities of any individual representing Contractor are done in full accordance with applicable Veriforce Procedures. Contractor understands that, in the event this obligation is not met, appropriate action may be taken at the sole discretion of Veriforce and/or the applicable Veriforce Client(s).
2. **Notice of Incident or Accident.** Contractor agrees to provide Veriforce immediate written notice if a Qualified Individual contributes to or is otherwise involved in an Incident or Accident.

3. **Cooperation in Audits.** Contractor agrees to cooperate with Veriforce when it conducts audits of Contractor or individuals representing Contractor.
4. **Payment of Fees and Expenses.** Contractor agrees to compensate Veriforce for authorized services provided pursuant to this Agreement in accordance with Fee Schedule set out in Exhibit "A" attached hereto. Veriforce reserves the right to revise these fees at any time, provided, however, that any change in the Fee Schedule will not become effective with respect to Contractor until the first (1st) day of the month following written notice of any such change. Contractor also agrees to reimburse Veriforce for any and all expenses incurred by Veriforce which it deems necessary and proper to the performance of authorized services under this Agreement, such as costs of supplies and materials, document reproduction expense, messenger and courier services, and travel expense, including mileage charged at the "Allowable Rate" as provided by Internal Revenue Service. All fees and expenses incurred will be shown on an invoice. Payment of the invoice is due upon receipt by Contractor. All amounts are payable at the Veriforce Address for Notice. All invoices are payable within thirty (30) days of the invoice date. Any accounts with past due invoices are subject to cancellation which will result in permanent removal of all qualifications tied to Contractor. In addition, a reinstatement fee will be assessed. Failure to pay an invoice represents a material breach and is good cause for Veriforce to terminate this Agreement. Contractor understands and acknowledges that Veriforce will not release documentation or provide services until all outstanding invoices are paid in full. Purchase orders will not be accepted. Fees are non-refundable.
5. **No Hire Agreement.** Without the written consent of Veriforce, Contractor agrees to refrain from conducting employment discussions with the employees and agents of Veriforce within twelve (12) months from the date such employee or agent was last involved in rendering services under this Agreement. Should Contractor wish to engage in employment discussions with an employee or agent of Veriforce during this twelve (12) month period, prior written approval must be obtained from Veriforce. In the event that these employment discussions result in the hiring or retention of services of an employee or agent of Veriforce by Contractor, either directly or through a third party, the Contractor will pay a fee to Veriforce in consideration for its cost in replacing its personnel, as well as for lost revenue opportunities. The fee will be one third (1/3) the amount paid by Veriforce to the employee or agent during the twelve (12) month period prior to the date the person is hired or retained by Contractor. The fee is due and payable on the first day of employment by or of performing services for Contractor. The provisions of this paragraph shall survive the termination of this Agreement.
6. **Indemnification.** BOTH PARTIES SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY AND ITS MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF THE OTHER PARTY AND ITS AGENTS OR EMPLOYEES, INCLUDING WITHOUT LIMITATION, ANY ACT OR OMISSION OF ANY QUALIFIED INDIVIDUAL, EVALUATOR, OR PROCTOR WHO IS AN EMPLOYEE OR AGENT OF THE OTHER PARTY. THE PARTIES FURTHER AGREE TO DEFEND, AT THEIR OWN EXPENSE, AND ON BEHALF OF THE OTHER PARTY AND IN THE NAME OF THE OTHER PARTY, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
7. **Limitation of Liability.** VERIFORCE, ITS AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO CONTRACTOR, OR TO ANYONE WHO MAY CLAIM ANY RIGHT DUE TO ITS

RELATIONSHIP WITH CONTRACTOR, FOR ANY ACTS OR OMISSIONS ON THE PART OF VERIFORCE OR ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR WITH RESPECT TO THE KIND AND QUALITY OF SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEPT WHEN THE ACTS OR OMISSIONS ARE DUE TO THE WILLFUL MISCONDUCT OF VERIFORCE, ITS EMPLOYEES OR AGENTS. FURTHERMORE, THE LIABILITY OF VERIFORCE, ITS AGENTS OR EMPLOYEES, SHALL BE LIMITED TO DIRECT OR GENERAL DAMAGES AND UNDER NO CIRCUMSTANCES SHALL VERIFORCE, ITS EMPLOYEES OR AGENTS, BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR GOODWILL, AND FOR EXEMPLARY OR PUNITIVE DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

D. Relationship of the Parties. No agency relationship is created by this Agreement. Neither Party shall have the right or authority to act on behalf of the other or represent that it has such right or authority. Each Party shall be responsible for its own tax obligations arising in connection with the performance of this Agreement, and for the payment of its own employees.

E. Confidential Information of the Parties; Disclosure of Services; Veriforce Work Product; Indemnity.

1. **Confidential Information.** It is anticipated that, in the course of providing services under this Agreement, both Parties will have access to Confidential Information of the other Party. Both Parties recognize that Confidential Information is both valuable and proprietary, and that any unauthorized use or disclosure of the Confidential Information could cause substantial harm to the disclosing Party and/or the Veriforce Client(s) it serves. Both Parties agree to hold Confidential Information in strict confidence and shall protect it with the utmost care, taking all necessary precautions to maintain the confidential nature of the Confidential Information and exercising at least the same degree of secrecy and confidentiality as either would extend to its own confidential information. Acting in good faith at all times, neither Party shall use any Confidential Information disclosed by the other for the Party's own benefit or for the benefit of any third party, or for any other purpose, except as required to carry out the purposes of this Agreement.
2. **Disclosure of Services.** Veriforce agrees that it will not disclose the results of its services performed pursuant to this Agreement to anyone other than Contractor or appropriate Veriforce Client(s) unless Contractor grants Veriforce specific written consent.
3. **Disclosure of Veriforce Work Product.** Contractor agrees not to use or disclose Veriforce Work Product except with the written consent of Veriforce. Employee qualification and other records are specific to the Veriforce Client companies represented by Veriforce. Electronic and hardcopy records generated to validate an individual's qualification(s) and/or any other records generated as a result of services described herein are only to be disclosed to applicable Veriforce Client(s). A current list of Veriforce Clients represented by Veriforce is located at www.veriforce.com.
4. **Mutual Indemnity.** EACH PARTY SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY AND ITS SHAREHOLDERS, PARTNERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR ANY DAMAGES SUFFERED BY THE PARTY SEEKING INDEMNITY ARISING OUT OF THE OTHER PARTY'S BREACH OF ANY OF THE PROVISIONS OF THIS SECTION E.
5. **Survival.** The provisions of this paragraph shall survive the termination of this Agreement.

- F. Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that Party is entitled.
- G. Venue and Choice of Law.** This Agreement is governed by the laws of the State of Texas. Any disputes between the Parties concerning the subject matter of this Agreement or the performance of the obligations of the Parties under this Agreement must be submitted for resolution to either a Texas state court in Montgomery County, Texas, or if there is federal jurisdiction, to the United States District Court for the Southern District of Texas Houston Division.
- H. Parties Bound.** This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- I. Legal Construction; Waiver.** In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- J. Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the Parties to it and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.
- K. Notice.** Any notices to be given under this Agreement shall be given in writing, either by hand delivery or by certified mail, return receipt requested at the Veriforce Address for Notice and at the Contractor Address for Notice. Either Party may change its address for notice by written notice given as required by this Paragraph.
- L. Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this Agreement, nor in any way affect the Agreement.
- M. Term of this Agreement.** This Agreement shall commence on the Effective Date and continue for a term of one (1) year thereafter unless sooner terminated by the Parties as provided herein. At the expiration of the initial one (1) year term and of each renewal term, if any, this Agreement shall automatically renew for a period of one (1) year unless either Veriforce or Contractor gives the other Party written notice of termination at least sixty (60) days prior to the end of the then applicable term.
- N. Counterparts and Fax Signatures.** This Agreement may be executed in multiple counterparts, and each of such counterparts so executed shall be deemed an original. All such counterparts together shall be deemed to constitute one final agreement as if signed by all parties hereto. A telecopy or facsimile transmission of a signed counterpart of this Agreement shall be sufficient to bind the parties whose signatures appear thereon if such signatures have been duly notarized.
- O. Modifications and Waiver.** No oral modifications or amendments of this Agreement will be binding on the Parties. To be effective as to a Party, a modification or amendment must be in writing and executed by a duly authorized officer or a duly authorized agent of the Party. No waiver or waivers of any breach or default of this Agreement by Contractor of any term or condition of this Agreement shall be deemed a waiver thereof or of any waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver or waivers of subsequent breaches or defaults of any kind, character or description under any circumstance.

Initial _____

- P. Authority.** Each person signing this Agreement represents and warrants that he or she has been duly authorized and empowered to sign this Agreement on behalf of the Party which such person purports to represent and that this Agreement is a lawful and binding obligation of that Party.

AGREED and EXECUTED as of the Effective Date on Page 1.

VERIFORCE:

Veriforce, LLC, a New Mexico limited liability company

By: _____
Veriforce Representative

CONTRACTOR:

Company: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A**FEES****General Clause**

This general clause applies to the entirety of Exhibit A. All fee amounts are in U.S. Dollars. In accordance with state and federal tax laws, sales tax will be added to appropriate Veriforce services for companies with a Texas billing address.

Administrative Services

Please note that the fees below may not apply to your company unless you meet specific criteria as described.

Initial Setup Fee \$250

This fee is required for contractors who sign up under Option 1 or 3. The initial setup fee is a one-time fee.

Semi-Annual VeriSource Access Fee \$5

This fee is assessed for contractors who have active qualified individuals in a billing cycle. A contractor company that does not have active OQ qualifications in a billing cycle will not be subject to this fee.

Contractor Reinstatement Fee \$250

In the event of non-payment of fees as defined in this Agreement, a Contractor account is suspended. This fee is assessed to reinstate the account.

Qualified Individual Audit Reinstatement Fee \$25

In the event a company/individual does not respond to an audit request in the time required, records may be suspended for the individual in question – this reinstatement fee is assessed to re-activate those individual's records.

Time and Materials \$200 per hour Consultant / \$50 per hour Clerical

Additional services may be provided at the request and pre-approval of contractor based on a time and materials basis. Mileage is billed at the IRS Rate and ODC's are at cost.

EXHIBIT A**FEES****Elective Services**

Please note that the fees below may not apply to your company unless you meet specific criteria as described, or unless it is specifically required by the Veriforce Client.

Operator Qualification INVOICED SEPARATELY

This service provides contractor the ability to manage and report qualifications of their employees. Fees for management of qualified personnel are assessed on a semi-annual basis according to the number of qualified individuals in the VeriSource software application during the billing period. Please note Veriforce bills six months in arrears – after the fact. Contractor is responsible for removing individuals from VeriSource prior to the invoice date in order to avoid those individuals being included in the next billing cycle.

Period for Managing Employee Qualifications (\$75.00 per qualified individual) Invoice Date

| | |
|-------------------------------------------------------------------------------|-------------|
| September 1 of previous year through the last day of February of current year | March 1 |
| March 1 of current year through August 31 of current year | September 1 |

Evaluator Training Program \$800 Instructor-led / \$150 Online Refresher Course

Prospective Evaluators must attend instructor-led training in order to become authorized and reauthorize on an annual basis by either the instructor-led or online method. Registration/ payment information is found in VeriSource.

Drug and Alcohol NO FEE REQUIRED

This service provides contractor limited access to the VeriSource software application where contractor has the ability to upload drug and alcohol related data. If contractor only utilizes Veriforce for the drug and alcohol program monitoring service, then no fee is assessed.

Client Assigned Services

Each service below is invoiced to the Contractor based on Veriforce Client designation of requirements. Prices are prepaid fees and billed annually unless otherwise noted.

Contractor Safety Management

These services are related to safety manual review and/or audit of program implementation. Below is a breakdown of the three categories of safety services; the Veriforce Client designates which category a contractor falls into and an invoice is generated based on that designation. If contractor is assigned multiple categories by the Veriforce Client, contractor is invoiced the higher of category fees, not both fees.

| Category | Annual Fee |
|--------------------------------|------------|
| Safety Stats and Policy Review | \$300 |
| Safety Desktop Audit | \$900 |
| Safety Field Audit- | \$1,800 |

Insurance \$150

This service, if required by the Veriforce Client, includes verification of current insurance liability limits.

EXHIBIT A
FEES

Add-on Services

Each service below is optional and invoiced to the Contractor upon receipt of completed PSA or Addendum, which indicates service is to be added by "X" next to applicable service. Fees for the services below are prepaid annually and renew automatically unless written notice to terminate service is provided to Veriforce. Any overages incurred for users beyond the selected pricing tier (if applicable) will be billed in arrears, and the prepaid amount for subsequent year(s) will be based on the prior year's actual number of users. All fee amounts are in U.S. dollars.

_____ **VeriSource Training Management PRICE BASED ON NUMBER OF USERS (select below)**

Enables Contractor to administer training within VeriSource, including the ability to create training programs with exams/quizzes, assign training courses, deliver computer-based training, track training progress, manage training expirations, and capture training and testing records.

| | | | | | | | | | | |
|------------------------------------------|--|-------------------------------------------|--|-------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|---------------------------------------------|
| <input type="checkbox"/> 1-10 (\$100) | | <input type="checkbox"/> 11-25 (\$250) | | <input type="checkbox"/> 26-50 (\$500) | | <input type="checkbox"/> 51-75 (\$1,000) | | <input type="checkbox"/> 76-100 (\$1,500) | | <input type="checkbox"/> 101-: (\$2,000) |
|------------------------------------------|--|-------------------------------------------|--|-------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|---------------------------------------------|

| | | | | | | | | |
|-----------------------------------------------|--|-----------------------------------------------|--|-----------------------------------------------|--|--------------------------------------------------|--|-----------------------------------------------------|
| <input type="checkbox"/> 201-300 (\$2,500) | | <input type="checkbox"/> 301-400 (\$3,000) | | <input type="checkbox"/> 401-500 (\$3,500) | | <input type="checkbox"/> 501 – 1000 (\$4,000) | | <input type="checkbox"/> 1001 + (Custom Pricing) |
|-----------------------------------------------|--|-----------------------------------------------|--|-----------------------------------------------|--|--------------------------------------------------|--|-----------------------------------------------------|

_____ **VeriSource Safety CBT Library PRICE BASED ON NUMBER OF USERS (select below)**

Access to a library of computer-based safety training courses that help improve employees' safety awareness and address training requirements in federal OSHA general industry & construction standards.

| | | | | | | | | | | |
|------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|---------------------------------------------|
| <input type="checkbox"/> 1-10 (\$300) | | <input type="checkbox"/> 11-25 (\$1,250) | | <input type="checkbox"/> 26-50 (\$2,500) | | <input type="checkbox"/> 51-75 (\$3,750) | | <input type="checkbox"/> 76-100 (\$5,250) | | <input type="checkbox"/> 101-: (\$7,500) |
|------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|---------------------------------------------|

| | | | | | | | | |
|-----------------------------------------------|--|------------------------------------------------|--|------------------------------------------------|--|---------------------------------------------------|--|-----------------------------------------------------|
| <input type="checkbox"/> 201-300 (\$9,500) | | <input type="checkbox"/> 301-400 (\$11,500) | | <input type="checkbox"/> 401-500 (\$14,500) | | <input type="checkbox"/> 501 – 1000 (\$16,500) | | <input type="checkbox"/> 1001 + (Custom Pricing) |
|-----------------------------------------------|--|------------------------------------------------|--|------------------------------------------------|--|---------------------------------------------------|--|-----------------------------------------------------|

_____ **VeriSource Pipeline Skills 101 CBT Library PRICE BASED ON NUMBER OF USERS (select below)**

Access to a library of computer-based training courses designed to help crew members who are new to the industry quickly build their knowledge across key areas of pipeline operations.

| | | | | | | | | | | |
|--------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|-----------------------------------------------|--|---------------------------------------------|
| <input type="checkbox"/> 1-25 (\$1,250) | | <input type="checkbox"/> 26-50 (\$2,500) | | <input type="checkbox"/> 51-75 (\$3,750) | | <input type="checkbox"/> 76-100 (\$5,225) | | <input type="checkbox"/> 101-200 (\$7,500) | | <input type="checkbox"/> 201-: (\$9,500) |
|--------------------------------------------|--|---------------------------------------------|--|---------------------------------------------|--|----------------------------------------------|--|-----------------------------------------------|--|---------------------------------------------|

| | | | | | | |
|------------------------------------------------|--|------------------------------------------------|--|---------------------------------------------------|--|---------------------------------------------------|
| <input type="checkbox"/> 301-400 (\$11,500) | | <input type="checkbox"/> 401-500 (\$14,500) | | <input type="checkbox"/> 501 – 1000 (\$16,500) | | <input type="checkbox"/> 1001 (Custom Pricing) |
|------------------------------------------------|--|------------------------------------------------|--|---------------------------------------------------|--|---------------------------------------------------|

_____ **Elite Evaluator Program \$3,000**

With the purchase of this service, Veriforce will perform assessment activities to determine if the Company and/or Evaluator(s) meet all requirements of the Veriforce Elite Evaluator Program. If the Company and/or Evaluator(s) meet requirements, Veriforce will award the Company and/or Evaluator(s) with an Elite status which will be reported in VeriSource as long as the Company and/or Evaluator(s) are in good standing as defined in the Veriforce Elite Evaluator Program. *Note: Evaluators who wish to become Elite must submit the Elite Evaluator Registration Form available in VeriSource. Minimum one (1) Elite Evaluator required per company.*

EXHIBIT B**CONTRACTOR CONTACT INFORMATION**

NOTE: In order to ensure you receive important communications from Veriforce, please keep your company's contact information current through VeriSource or by calling 800.426.1604.

| ACCOUNT ADMINISTRATOR (Recipient of Admin Login Information) | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |
| | Zip | |
| BILLING/INVOICE CONTACT (If different from Account Administrator) | | |
| All invoices will be delivered by email only. We will use the billing email address below. Please make sure the contact information is always current | | |
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |
| | Zip | |
| OPERATOR QUALIFICATION CONTACT (If different from Account Administrator) | | |
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |
| | Zip | |
| DRUG AND ALCOHOL CONTACT – Internal Contact NOT 3rd Party (If different from Account Administrator) | | |
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |
| | Zip | |
| ENVIRONMENTAL, SAFETY & HEALTH CONTACT (If different from Account Administrator) | | |
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |
| | Zip | |
| INSURANCE CONTACT (If different from Account Administrator) | | |
| Name | Address | Phone 1 |
| | | Phone 2 |
| | City | Fax |
| | State | Email |

I,
authorize Veriforce LLC to charge my bank/credit card account listed below
for the amount of \$ _____ for the following services:

Select PSA Option

Select Training Management Option

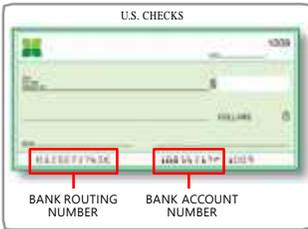
Select Safety CBT Library Option

Select Elite Evaluator Option

Select Pipeline Skills 101 CBT Library Option

on Date:

Electronic Check: (for U.S. based accounts only)



9 Digit Routing Number:

Bank Account Number:

Bank Name:

Customer's Name as it
appears on bank account:

Bank Account Type:

Customer Name Printed:

Customer Signature:

Email address for receipt:

Credit Cards:

Card Number:

Expiration Date:

Customer's Name as
it appears on credit card:

Customer Signature:

Email address for receipt:

**Completed form should be emailed to billing@veriforce.com
or faxed to **281-715-5780** to ensure timely processing.**