



Schedule of Services

Effective Date: 8/1/19

Last Updated: 2/9/26

Contents

| | |
|--|----|
| Essential Package | 3 |
| Dash Platform | 3 |
| Audit Risk Monitor | 6 |
| DOT Drug and Alcohol..... | 8 |
| Driver File Creation | 11 |
| Compliance Verification..... | 12 |
| Driver File Maintenance | 12 |
| DAT Clear | 12 |
| Essential Add-ons | 14 |
| Occupational Health Services | 14 |
| DOT Physicals | 14 |
| Drug Free Workplace..... | 14 |
| Professional Package | 17 |
| Dash Platform | 17 |
| Compliance, Safety, Accountability (CSA) Monitor | 20 |
| DOT Drug and Alcohol..... | 21 |
| Driver File Creation | 25 |
| Compliance Verification..... | 25 |
| Driver File Maintenance | 25 |
| DAT Clear | 26 |
| Motor Vehicle Report (MVR) Monitoring..... | 27 |
| Professional Add-ons..... | 28 |
| Background Checks | 28 |
| Occupational Health Services | 31 |
| DOT Physicals | 32 |



| | |
|--|-----------|
| Drug Free Workplace..... | 32 |
| Power Package..... | 34 |
| Dash Platform | 34 |
| DOT Drug and Alcohol..... | 38 |
| Driver File Creation | 42 |
| Compliance Verification..... | 42 |
| Driver File Maintenance | 42 |
| DAT Clear | 44 |
| Motor Vehicle Report (MVR) Monitoring..... | 45 |
| Power Add-ons | 46 |
| Background Checks | 46 |
| Occupational Health Services | 49 |
| DOT Physicals | 49 |
| Drug Free Workplace..... | 50 |



Essential Package

Dash Platform

Foley provides a platform called “Dash” through which customers can interact with the services included in the purchased plan. The extent of those interactions within Dash are described in subsequent sections of this document.

Also included in Dash are tools for onboarding candidates collectively called “Dash Onboard;” Foley’s Dash Onboard service includes, but is not limited to:

1. Job Management.
 - a. **Create and Post Jobs.** Customers can create a job and post it multiple times such that links to apply can be posted to third party career websites where candidates may complete an application specifically catered to the posted job.
2. Candidate Experience.
 - a. **Apply to Job.** Candidates can fill out partial application to be considered for the position. Candidates can complete the application and any required pre-employment screenings once a conditional offer of employment is made.
 - b. **Consent to Screens.** To facilitate compliance with Laws, Candidates will be prompted to consent to all applicable screenings prior to initiation of a screening. Foley will not initiate the screening until all required consents are obtained.
 - c. **Create Account.** Candidates will be prompted to create an account to save their application. Once an account is created, future Candidate applications hosted by Foley will be used to pre-fill an application, expediting the Candidate experience.
3. Candidate Onboarding.
 - a. **Manage Job Candidates.** Customers can view Candidates who have applied to posted jobs and track their progress through the onboarding process.
 - b. **Screen Candidates.** Order and review the results of configured screens. The following screens are supported and can be configured for a job:
 - i. Motor Vehicle Report
 - ii. Standard Background Check (available as an Add-On)
 - iii. Drug Test
 - iv. DOT Physical (available as an Add-On)
 - v. Clearinghouse Initial Query
 - c. **Disposition the Candidate.** Hire a candidate into Foley platform such that ongoing compliance can be managed using other services provided by Foley and ordered by the Customer. Alternatively, decide not to hire a candidate and disposition with appropriate reasoning.
4. Dash Platform Terms and Conditions.
 - a. **System License.** Foley hereby grants to Customer a personal, non-exclusive, non-transferable license to access and use the Dash Platform over the Internet.
 - b. **Restrictions.** Customer agrees that it will not, and will not allow, its directors, officers, business partners, or employees or agents to:
 - i. Reverse assembles, reverse engineer, decompile or otherwise attempt to



- derive source code from the Dash Platform or any component thereof.
- ii. Copy, reproduce, modify, sell, lease, sub-license, market or commercially exploit in any way the Dash Platform or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement.
 - iii. Use, or permit the use of, the Dash Platform except for Customer's internal purposes. Customer agrees that Customer shall not provide access to or perform services for third parties using the Dash Platform including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.
 - iv. Disclose, resell, or grant access to an access code to the Dash Platform or any component thereof to any third party not affiliated with Customer.
- c. **Customer Support.** Foley customer and technical support will be provided during Foley's core operational hours, 8:30am –5:00 pm ET. Calls relating to how to access and utilize Foley's services through the Dash Platform and/or in accordance with Customer/End-User's internal procedures initially will be directed to, and responded to, by Customer/End-User. Customer/End-User will be responsible for having its representatives available to assist its users with questions or problems concerning the Dash Platform. Foley will provide secondary support to Customer's users experiencing technical problems or other issues with the Dash Platform of which Customer's own customer service representatives are not qualified to handle or not able to fully resolve. Notwithstanding the foregoing, if Foley makes a reasonable business determination that the technical support requested pursuant to this section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar users of the Dash Platform, Foley shall notify Customer/End- User that the requested support is considered an additional service which shall be subject to additional fees, to be negotiated.
- d. **Customer/End-User Responsibilities.** Customer/End-User is responsible for all activity occurring under its account and will abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with its access or use of the Dash Platform, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer/End-User will be responsible for ensuring that its users receive sufficient training to enable proper access or use of the Dash Platform. Customer/End-User will be solely responsible for, and will bear the cost of, providing all equipment, facilities, and connectivity, including without limitation any Internet access or telecommunications services, necessary to use and access the Dash Platform.
- e. **Customer Compliance with Applicable Laws:** Customer is responsible for ensuring that the sequencing of pre-employment screenings Customer utilizes in Dash Platform is compliant with all state and local applicable laws, including, but not limited to, employment and "ban the box" laws and regulations.
- f. **Password Protection.** As part of the registration and account creation process, Customer/ End-User will need a Username and a Password. Customer/ End-User may not select a Username which is identical to that used by another person or use a Username which is in the sole opinion of Foley offensive or inappropriate. Customer/End-User shall be solely responsible for maintaining the confidentiality of



Password. Customer/ End-User is solely responsible for all usage or activity on his/her/its account, including, but not limited to use of Customer/End-User's account, Username, or Password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for immediate termination of the account, in Foley's sole discretion, and Foley may refer Customer/End-User to appropriate law enforcement agencies.

- g. **Upgrades and Modifications.** At its sole option, Foley shall be entitled to prepare or launch new versions or upgrades of or to the Dash Platform that Foley generally makes available to its users ("Update Releases"). At any time, Foley may install any Update Releases to provide the services described herein or develop new modules for upgraded licenses at an additional cost. The price for Dash Platform use is subject to change upon prior notice from Foley. Such notice may be provided at any time by posting the changes to the Foley website or Dash Platform. Foley shall not be liable to Customer, end-user, or to any third party for any modification, price change, suspension, or discontinuance of the Dash Platform. Foley may from time to time, in its sole discretion, change some or all the functionality or any component of the Dash Platform or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the Dash Platform. Foley reserves the right, at its discretion, to modify these Dash Platform Terms at any time by posting a notice on the website, Platform, or by sending Customer/End-User a notice via e-mail. Customer consents to receipt of such notice. Customer/End-User shall be responsible for reviewing and becoming familiar with any such modifications. Use of any of Foley's services by Customer/End-User following such notification constitutes Customer/ End-User's acceptance of the Dash Platform Terms as modified. Any new features that augment or enhance the current Dash Platform including the release of new tools and resources, shall be subject to this Agreement.
- h. **Data Issues.** Customer/End-User will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all data, information, or material that Customer/End-User submits to the Dash Platform during Customer/End-User's access or use of the System. Except as permitted in this Agreement, Foley will not edit, delete, or disclose the contents of Customer/End-User Data unless authorized by Customer/End-User or unless Foley is required to do so by law or in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on Foley; (ii) protect and defend the rights or property of Foley; or (iii) enforce this Agreement. Foley may provide insight data or statistical data in aggregate form to third parties, but such information will not include identifying information. Foley may access Customer/End-User data to respond to service or technical problems with the Dash Platform. Customer will be responsible for any deletion, correction, destruction, damage, loss, or failure to store any Customer/End-User data in the Dash Platform. Foley reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer/End-User Data that may store, post, or transmit on or through the Dash Platform. Customer/End-User may not upload advertisements or transmit unsolicited information, materials, spam, or data.

Audit Risk Monitor

Overview. Foley creates and distributes a managed Audit Risk Monitor (“ARM”) report to subscribed Customer representatives on a periodic basis. The report provides a high-level overview of Customer’s potential risk for an audit or inspection by the Federal Motor Carrier Safety Administration (“FMCSA”) determined by the following components: (1) Foley Compliance Score - based on the number and type of open alerts within the Foley Platform relevant to the Customer- subscribed Services; and (2) The FMCSA Behavior Analysis and Safety Improvement Categories (“BASIC”) measurement (“BASIC Measurement”) associated with Customer’s DOT number. The FMCSA describes how the BASIC Measurement: <https://csa.fmcsa.dot.gov/Documents/SMSMethodology.pdf>.

1. Foley Compliance Score.

- a. Foley calculates a Compliance Score Snapshot by calculating the percentage of Customer’s active drivers who have no open alerts in the Foley Platform compared to the Customer’s total number of active drivers in the Foley Platform. Drivers who have open alert notification(s) indicating the driver is missing documents required to satisfy compliance are marked as non-compliant and are accounted for in the Score.
 - b. The Compliance Score Trend illustrates Customer’s Foley compliance performance over the eight (8) weeks preceding from the date the ARM report is sent to Customer.
 - c. A  mark on Customer’s Foley Compliance Score indicates that Customer’s drivers have no open alerts in the Foley Platform for Customer’s subscribed programs
 - d. A  mark on Customer’s Foley Compliance Score indicates that at least one of Customer’s drivers has an open alert within the Foley Platform and Customer should login to the Foley Platform to review and manage the alert(s) impacting each driver’s compliance.
2. **FMCSA BASIC Measurement:** The FMCSA’s BASIC Measurement data is updated once each month by the FMCSA and Foley processes this data in real-time. A summary of this data is contained in the FMCSA Motor Carrier Safety Measurement System (“SMS”) result report by the FMCSA. Each monthly summary contains violations that occurred within the past twenty-four (24) months. The violations are categorized by:
- a. Unsafe driving
 - b. Hours of service compliance
 - c. Vehicle maintenance
 - d. Driver fitness
 - e. Controlled substances and alcohol
 - f. The lower the BASIC Measurement value, the better the carrier’s safety performance. The higher the BASIC Measurement value the higher the risk is for an FMCSA intervention, such as an audit. The BASIC Measurements do not, however, quantify a specific chance or guarantee that a Customer will or will not be audited, investigated, or inspected by the FMCSA. The BASIC Measurement Foley displayed in the ARM report are calculated solely by the FMCSA with no manipulation by

Foley.

- g. A  mark placed on a BASIC category on the Foley ARM report indicates that either no inspections were conducted and/or no violations were found for that BASIC category by the FMCSA associated with Customer's DOT number, during (approximately) the preceding twenty-four (24) months, as of the date the report is sent by Foley to the Customer.
 - h. A  mark placed on a BASIC category on the Foley ARM report indicates that the FMCSA cited one or more violations on the Customer's FMCSA account associated with Customer's DOT Number for that BASIC category, during (approximately) the past twenty-four (24) months as of the date the report is sent by Foley to the Customer.
3. **ARM Terms and Conditions.** These ARM Terms and Conditions ("ARM Terms") are only applicable if Customer uses Foley's Audit Risk Monitor Service, as outlined above. To the extent these ARM Terms conflict with the General Terms of this Agreement, the General Terms take priority over these ARM Terms.
4. **ARM Legal Disclaimer.** Foley's communications in the ARM report are not guarantees of the likelihood that a Customer will, or will not, be inspected or audited by the Department of Transportation for compliance with its regulations. Foley does not provide legal advice and no publication of information in the ARM should be taken as constituting legal advice or inducement to act or refrain from acting. The material and information located in the ARM report is provided for informational purposes only. Customer shall not rely on the measurements, outputs, or other information in the ARM Product before taking any action related to its DOT compliance, and Foley is not responsible for any such reliance. Customer should seek advice from professional advisors in relation to any intended action based on, in whole or in part, the information contained in the ARM report.

Historical benchmark and other information may not be indicative of future information or performance. None of Foley or any third party that provides data used to administer or determine any benchmark and other information (a Data Provider), or any of its or their affiliates, makes any claim, prediction, warranty or representation whatsoever, expressly or impliedly, as to the timeliness, accuracy or completeness of the predictions or other information in the ARM report. To the fullest extent permitted by applicable law, none of Foley's or any Data Provider, or any of its or their affiliates will be liable in contract or tort (including negligence), for breach of statutory duty or nuisance or under antitrust laws, misrepresentation or otherwise, in respect of any inaccuracies, errors, omissions, delays, failures, cessations or changes (material or otherwise) in Foley's ARM product and other information, or for any damage, expense or other loss (whether direct or indirect) Customer may suffer arising out of or in connection with Foley's ARM report and other information or any reliance Customer may place upon it. All implied terms, conditions and warranties, including without limitation as to quality, merchantability, fitness for purpose, title or noninfringement, in relation to Foley's ARM report and other information are hereby excluded to the fullest extent permitted by applicable law.



DOT Drug and Alcohol

Foley will provide the services listed below for a DOT Drug and Alcohol Testing Program to assist in Customer's requirements to meet applicable Department of Transportation regulations. The annual program includes setup for Customer of a random pool for drug testing that follows applicable DOT operating agency calendar year testing requirements. This offering is available for FMCSA CDL drivers and Non-FMCSA-DOT employees and includes DOT-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

1. Definitions.

- a. "DOT Drug and Alcohol Testing Program" means a program that is compliant with the applicable state and Federal Department of Transportation regulations. The DOT Drug and Alcohol Testing Program is run as a subscription service.
- b. "FMCSA" means the Federal Motor Carrier Safety Administration.

2. Program Administration.

- a. **Drug and Alcohol Program Manual.** This manual is provided by Foley on a non-exclusively licensed basis and includes special forms and other materials to assist you in meeting your program requirements.
- b. **Drug and Alcohol Policy and Education Materials.** This is provided by Foley on a non-exclusive licensed basis and is designed to meet the requirements defined in 49 CFR 382.601. It includes updates as requested and telephone consulting.
- c. **Random Selection Pool Management.** Foley will set up a pool of drivers for random selection of drivers with services that include notification, reporting, and administration as required by DOT regulations.
- d. **Pre-Employment Testing and Return to Duty Testing.** Upon request and when applicable, Foley will arrange for Customer pre-employment drug and alcohol testing and return to duty drug and alcohol testing.
- e. **Driver Cards.** Foley will provide Customer identification cards for each covered employee/contractor (herein "Employee") specifying Foley's program coverage, available through Foley's online Platform.
- f. **Record Retention and Federal Reporting Assistance.** To meet current DOT storage requirements, and client access requirements, appropriate records will be maintained by Foley but, if you require on-site assistance for any purpose, consulting fees will be extra. Please note that applicable laws may require Customer to maintain its own records.
- g. **Consulting for Post-Accident and Reasonable-Suspicion Testing.** Available 24/7 via toll free support number (1-800-253-5506).
- h. **Substance Abuse Professional ("SAP").** Foley will provide consulting and assistance to Customer after prohibited conduct events (excluding SAP evaluations).
- i. **Health & Human Services (HHS) Certified Laboratory and Certified BAT** (initial screening and confirms) per DOT drug and alcohol testing requirements.
- j. **Drug and Alcohol Collection and Testing.** Foley will conduct drug and alcohol testing and collections in compliance with DOT requirements. Drug and alcohol tests



and collections are billed on an individual basis according to the fee schedule listed in the Order Confirmation. Drug specimen collection will be scheduled by Foley at one or more local facilities. Alcohol tests will be conducted by a Certified Breath Alcohol Technician for collection, screening, and confirmation.

- k. **Medical Review Officer (“MRO”).** Foley will arrange for a certified MRO to review all drug tests, and to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test. MRO services will be performed in accordance with Customer-specific requirements, if any.
 - l. **Clearinghouse Reporting.** Foley will report all positive test results and refusal to test results to the Clearinghouse on behalf of Customer, in compliance with the DOT Clearinghouse regulations.
3. **One-Time Program Setup.**
 - a. **Platform Access.** Online access to Foley’s platform to manage Customer’s drug and alcohol testing program.
 - b. **Entry of Client and Driver Information.** Computerized set up for random test selection and driver management system.
 - c. **Supervisor Reasonable-Suspicion Training.** Provided to specified Customer employees to meet the two-hour requirement, at an additional cost.
 - d. **Collection Site Setup.** Foley will arrange for Customer access and set up for drug and alcohol test collection at a site in Foley’s network, nearest to Customer’s location(s).
 - e. **Start-Up Materials.** Applicable initial start-up materials, including electronic (or paper, if necessary) Chain of Custody and Control forms provided, with shipping and handling cost covered by Foley.
 - f. **Laboratory Testing.** Foley will establish laboratory testing services for Customer at a Substance Abuse and Mental Health Services Administration (“SAMHSA”) certified laboratory to serve Customer’s substance abuse testing program.
 4. **Optional Additional Services.** Foley can provide Customer the following optional services at an additional cost:
 - a. **Certified Substance Abuse Professional.** Foley may provide services at an additional fee to meet DOT requirements and will be arranged when required after a prohibited conduct event for driver evaluations, return-to-duty testing, and follow-up scheduling.
 - b. **Onsite training.** Onsite training managers to perform collection or reasonable suspicion testing.
 - c. **Onsite Collections.** Foley can coordinate for customer onsite collections on an as-available basis.
 5. **Other Drug and Alcohol Services Terms and Conditions.**

These Drug and Alcohol Services Terms and Conditions (“DAT Terms”) are only applicable if Customer uses Foley’s Drug and Alcohol Services, as outlined above. To the extent these DAT Terms conflict with the General Terms of this Agreement, the General Terms take priority over these DAT Terms. Upon Customer’s request and subject to these DAT Terms, Foley agrees to provide or facilitate the provision of



substance abuse testing, medical review officer (“MRO”) and related program administration and other services specified in the Order Confirmation, in connection with Customer’s screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening pursuant to these DAT Terms (collectively “Candidate”). Customer acknowledges that certain products and services may be provided by or through Foley’s affiliates and/or subsidiaries; provided, however, Foley shall remain solely responsible for such affiliates’ and subsidiaries’ performance under these DAT Terms. Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that Consumer Reports and other services ordered and provided pursuant to these DAT Terms may be ordered in accordance with Customer’s instructions and in connection with Customer’s screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening.

Foley will use reasonable efforts to make available to Customer individual records related to alcohol and drug testing performed by Foley for Customer, except records containing confidential medical information, within an average of two (2) business days of written notification by Customer of such request, at location(s) of Customer’s choosing and at Customer’s expense for copying, shipping charges and any other applicable charges set forth in the Schedule A for production of multiple or archived records may require additional time.

Except as otherwise required or authorized by applicable Laws, Foley will not release individual test results to any person without first obtaining specific written authorization from the tested Candidate; provided, however, that nothing in this paragraph shall prohibit Foley from releasing such information to: (a) Customer or its agents, (b) any federal, state or local agency with regulatory authority over Customer’s testing program, the tested individual, or as part of an accident investigation, etc.; (c) comply with its legal obligations related to requests resulting from legal action initiated by a Candidate, including but not limited to lawsuits, unemployment hearings, workers’ compensation hearings, or grievances; or (d) in response to court orders or valid subpoenas.

In the case of any legal challenge regarding a test or related services administered by Foley, Foley may, in its sole discretion, provide expert testimony and/or other litigation support services with respect to the technical issues regarding the performance of such test. Costs, fees, and expenses for this service will be the responsibility of the Customer, as provided in Schedule A or otherwise agreed in writing between Foley and Customer.

Customer shall be responsible for identifying and complying with all Laws applicable to Customer in connection with its obligations under these DAT Terms, including, but not limited to, those affecting the circumstances in which Candidates may be tested, those related to making appropriate disclosures and those related to obtaining appropriate consent from each Candidate as part of the testing process. Customer will comply with all requirements set forth in the Agreement, including but not limited to the “Compliance Certification,” to the extent applicable to the DAT Services.



Customer authorizes Foley, in its good faith discretion, to request specific information from any individual and/or to order additional tests as necessary or appropriate and related to tests performed for Customer. Customer agrees to pay for additional costs, fees and expenses related to such information requests or additional testing performed. Customer further authorizes Foley to utilize artificial intelligence to respond to Customer inquiries and provide notifications.

Customer acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Customer representatives, tested Candidates, personal physicians and/or health care providers that may possess relevant information. Customer agrees that Foley shall have no responsibility for services or service levels that are delayed or cannot be provided due to lack of such cooperation.

Customer shall keep and maintain copies of all Candidate consent forms and Candidate notices for a minimum period of five (5) years (or such longer period as may be required by applicable Law), and Customer shall promptly make available to Foley for compliance review purposes such records and other documentation reasonably requested.

Driver File Creation

Driver File Creation service assembles and electronically stores all the information Customer needs to perform a detailed and compliant review of driver qualifications and safety history. This offering is available for CDL and non-CDL FMCSA drivers. This one-time service includes the following features and products:

- Safety Performance History Investigation and Drug and Alcohol Testing Inquiry
 - Motor Vehicle Report
 - Set up of the Driver Qualification File
 - Set up of the Safety Performance History file
 - An electronic DOT-Compliant job application, including all the data fields required for Foley to complete the above
1. Driver File Conversion takes Customer's current paper or electronic files and converts them into Foley's online Platform for Driver Qualification Files that can be accessed from any computer. This one-time service includes the following features and products:
- Conversion of Customer's paper or electronic Driver Qualification Files into easily accessible electronic files on Foley's online Platform
 - A Motor Vehicle Report, along with the appropriate Employee and Employer review documentation, when missing from Customer's current file(s)
 - Transfer of all time-sensitive information, such as medical certificates and CDLs, into Customer's portal notification system to enable ongoing compliance



Compliance Verification

This offering is available for DOT Non-FMCSA employees.

Compliance Verification includes Drug and Alcohol Testing Inquiry in accordance with Title 49 Part 40.25. Foley will collect electronic DOT-compliant job application, including all the data fields and consents required for Foley to complete this verification.

Driver File Maintenance

The Driver File Maintenance service keeps Customer's files current to assist with ongoing compliance management. This offering is available for CDL and non-CDL FMCSA drivers. Features and benefits include:

- Compliance alerts when something in a driver's file is missing, expired or expiring soon.
- One Motor Vehicle Report ("MVR") included for each driver every year.
- The guidance and information needed to perform each driver's annual Review of Driving Record.
- Web-based access to all the documents in Customer driver files.
- Web-based consultations and, where applicable, telephone for support and guidance on programs and applicable regulations.

1. Other Driver Services Terms and Conditions.

Customer acknowledges and understands that the aforementioned services aid in the management of federal DOT regulated driver files. State-specific driver files may be uploaded at Customer's discretion.

Customer acknowledges that motor vehicle reports MVRs and related information are considered Consumer Reports for purposes of the Agreement. If Customer requests MVRs or related information from Foley under this Agreement, then by doing so, Customer further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Customer's business in all states where Customer conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. 2721 et seq. ("DPPA"), (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon Foley's request, execute paperwork required by applicable state and local Departments of Motor Vehicles and/or other data sources for Customer's access to MVRs.

DAT Clear

Foley provides a managed service to facilitate the administration of company responsibilities related to the FMCSA Drug Testing Clearinghouse called DAT Clear. This



offering is available for FMCSA CDL drivers.

1. DAT Clear Features.

- a. Query Consent Management. FMCSA-compliant electronic process for collecting and maintaining driver consent for limited Clearinghouse queries.
- b. Annual Query Management. Foley will execute a Limited Query on behalf of Customer for all active drivers subject to 49 CFR Part 382 at least once per year. Foley will execute a required Full Query for all drivers whose annual Limited Query indicates the presence of records in the Clearinghouse.
- c. Prospective Driver Query. Foley will facilitate a full pre-employment Query of the Clearinghouse for prospective drivers as required by DOT regulations.
- d. Employer Reporting Assistance. Foley will facilitate the Customer's submission to the Clearinghouse of records related to violations of drug and alcohol testing prohibitions such as Positive Alcohol Results, Refusals to Submit, Actual Knowledge Violations and Follow Up Testing.
- e. Driver Assistance and Education. Foley will provide educational tools and reminders for drivers to assist in the process of registering for the Clearinghouse. Foley will contact drivers on behalf of the Customer who have not consented to a Full Query. This reminder service will make 3 attempts over the first 3 business days to remind the driver that their consent is necessary. Foley will also provide Customers training on how to comply with the Clearinghouse regulations.
- f. Recordkeeping. Foley will maintain the retention of all information related to the Customer's Clearinghouse queries in a secure, electronic environment.

2. Other DAT Clear Terms and Conditions.

The FMCSA will charge a fee for executing queries of the Clearinghouse. Customer must acquire the query plan from the FMCSA Clearinghouse directly. The DAT Clear service is dependent upon the Customer designating Foley as its C/TPA within the Clearinghouse. Initial registration of the Customer, as well as the registration of the Customer's drivers, cannot be completed by Foley. The Customer and its drivers must register themselves within the Clearinghouse directly.

Customer will be responsible for maintaining a list of its active drivers within the Foley portal. Customer will provide necessary information to obtain limited query consent (driver name, CDL number and state of issuance, date of birth, e-mail, address, and phone number). Additional charges may apply to the Customer for assisting with disputes of information in the Clearinghouse. If Customer takes adverse action based on a communication from the Clearinghouse, the Customer will be subject to the FCRA's "subsequent disclosure" requirement and shall disclose to the driver a summary containing the nature and substance of the communication upon which the adverse action is based. Foley will not be responsible for the Customer's duty to meet FCRA requirements in this regard.



Return to Duty/SAP/Follow-up testing management is not included in the DAT Clear services. DAT Clear will include assistance with file upload regarding test results and/or reports. The submission of Actual Knowledge or Refusal to Submit violations will require the Customer to submit supporting information to Foley. An incident report form template will be available, or the Customer may supply a reasonable alternative.

Essential Add-ons

Occupational Health Services

This offering is available for FMCSA CDL, FMCSA non-CDL, non-FMCSA DOT, and non-regulated drivers, and other non-regulated employees.

DOT Physicals

1. **DOT Physical Examination.** Foley will coordinate the DOT physical examination by an examiner active in the DOT FMCSA National Registry of Certified Medical Examiners in compliance with DOT requirements. DOT Physicals are billed at Add-On price according to the fee schedule listed in the Order Confirmation.
2. **Reporting of DOT Physical Results.** Reporting of DOT Physical results is provided through Foley Platform. A successful DOT Physical will have an accompanying Motor Vehicle Report that reflects the state's medical certification data.

Drug Free Workplace

Foley provides the services listed below for a Drug Free Workplace Drug and Alcohol Testing Program (not regulated by the DOT) to assist in Customer's management efforts of such a program. The Drug Free Workplace Drug and Alcohol Testing Program may be a custom program that is designed and created based on relevant information provided by, and needs specific to Customer, as expressed in a Drug Free Workplace Questionnaire sent to and completed by Customer, to aid Customer's compliance with local, state, and federal laws and regulations applicable to Customer, and to meet Customer's non-DOT regulated program needs. The Drug Free Workplace Drug and Alcohol Testing Program is run as a subscription service. This offering includes non-CDL FMCSA and non-regulated drivers, and other non-regulated employees. This offering may be added on for CDL and non-FMCSA CDL drivers. This offering includes DOT-equivalent-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

1. Program Administration.
 - a. **Drug Free Workplace Program Manual.** This manual is provided by Foley on a non-exclusive, licensed basis and includes templated workflow forms for common processes involved with managing a drug and alcohol testing program, and other materials to assist your program manager.
 - b. **Employee Drug and Alcohol Policy.** Foley will provide Customer with an



Employee Drug and Alcohol Policy customized for Customer’s program needs, as indicated in the Drug Free Workplace Questionnaire (“DFW Questionnaire”). This Policy is provided on a non-exclusive basis. Foley charges a flat fee for Policy creation or review and additional fee per State law addendum needed.

- c. **Collection Site Set Up.** Foley will set Customer up with a drug and alcohol collection site at one of our sites throughout the U.S. In-network/out-of-network will be specified on our collection site locator. On-site collections may be available, if desired, at an additional fee.
 - d. **Consulting for Pre-Employment, Return to Duty, Post-Accident & Reasonable-Suspicion Testing.** Pre-employment, return to duty, post-accident and reasonable-suspicion testing consulting will be available from Foley 24/7 via our toll-free support number (1-800-253-5506). Customer will be charged for an additional fee for emergency or after-hour testing.
 - e. **HHS Certified Laboratory and Certified Breath Alcohol Testing.** Health and Human Services (“HHS”) Certified Laboratory and Certified Breath Alcohol Testing (“BAT”) will be coordinated by Foley.
2. Drug and Alcohol Collection and Testing.
- a. **Random Selection Employee Testing and Administration.** Foley will set up a pool of employees for random selection of testing employees, with services that include notification, reporting, and administration for non-DOT regulated employees upon Customer’s request and if not prohibited by applicable state and local Law.
 - b. **Drug and Alcohol Specimen Collection.** Set up for drug and alcohol test collection at one or more local collection facilities.
 - c. **Medical Review Officer (“MRO”).** A Foley MRO will review all drug tests to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test.
 - d. **Reporting of Test Results.** Reporting of test results conducted via telephone, email, or the Platform to Customer’s designated program manager and/or selected authorized contacts for all drug test results. Test results are also made available to authorized users in the Foley Platform.
 - e. **Additional Services.** Optional services are available at an additional fee for: on-site training, on-site collection (if available), DOT Drug & Alcohol testing programs, and Substance Abuse Professional services.
3. Other Drug Free Workplace Terms and Conditions.

Although Foley provides ongoing support to Customer and ensures the DFW program is run in accordance with Customer’s instructions, Foley does not serve as legal counsel, Program Manager, or as a Designated Employer Representative (“DER”). Customer is ultimately responsible for creating and maintaining a policy that is fit for Customer’s needs. Foley may be unaware of Customer’s membership in certain industries or involvement in certain state or federal programs that cause particular testing requirements or prohibitions to apply to



Customer. As such, Foley is not responsible for Customer' selections, errors, or omissions in/from the DFW Questionnaire that may cause the program to violate or otherwise fail to comply with an applicable law or regulation. Foley is not responsible for ensuring that Customer updates its DFW policy as laws change over time. However, upon request, Foley may update Customer's policy at an additional cost.

If Customer selects not to participate in Foley's policy creation or policy review services, any drug or alcohol testing program for Customer will be administered based solely on Customer's submissions in the completed DFW Questionnaire provided to Foley, not Customer's existing policy.



Professional Package

Dash Platform

Foley provides a platform called “Dash” through which customers can interact with the services included in the purchased plan. The extent of those interactions within Dash are described in subsequent sections of this document.

Also included in Dash are tools for onboarding candidates collectively called “Dash Onboard;” Foley’s Dash Onboard service includes, but is not limited to:

1. Job Management.
 - a. **Create and Post Jobs.** Customers can create a job and post it multiple times such that links to apply can be posted to third party career websites where candidates may complete an application specifically catered to the posted job.
2. Candidate Experience.
 - a. **Apply to Job.** Candidates can fill out partial application to be considered for the position. Candidates can complete the application and any required pre-employment screenings once a conditional offer of employment is made.
 - b. **Consent to Screens.** To facilitate compliance with Laws, Candidates will be prompted to consent to all applicable screenings prior to initiation of a screening. Foley will not initiate the screening until all required consents are obtained.
 - c. **Create Account.** Candidates will be prompted to create an account to save their application. Once an account is created, future Candidate applications hosted by Foley will be used to pre-fill an application, expediting the Candidate experience.
3. Candidate Onboarding.
 - a. **Manage Job Candidates.** Customers can view Candidates who have applied to posted jobs and track their progress through the onboarding process.
 - b. **Screen Candidates.** Order and review the results of configured screens. The following screens are supported and can be configured for a job:
 - i. Motor Vehicle Report
 - ii. Background Check
 - iii. Drug Test
 - iv. DOT Physical (available as an Add-On)
 - v. Clearinghouse Initial Query
 - vi. Pre-Employment Screening Program (PSP)
 - vii. CDLIS
 - c. **Disposition the Candidate.** Hire a candidate into Foley platform such that ongoing compliance can be managed using other services provided by Foley and ordered by the Customer. Alternatively, decide not to hire a candidate and disposition with appropriate reasoning.
4. Dash Platform Terms and Conditions.
 - a. **System License.** Foley hereby grants to Customer a personal, non-exclusive, non-transferable license to access and use the Dash Platform over the Internet.



- b. **Restrictions.** Customer agrees that it will not, and will not allow, its directors, officers, business partners, or employees or agents to:
 - i. Reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Dash Platform or any component thereof.
 - ii. Copy, reproduce, modify, sell, lease, sub-license, market or commercially exploit in any way the Dash Platform or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement.
 - iii. Use, or permit the use of, the Dash Platform except for Customer's internal purposes. Customer agrees that Customer shall not provide access to or perform services for third parties using the Dash Platform including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.
 - iv. Disclose, resell, or grant access to an access code to the Dash Platform or any component thereof to any third party not affiliated with Customer.
- c. **Customer Support.** Foley customer and technical support will be provided during Foley's core operational hours, 8:30am –5:00 pm EST. Calls relating to how to access and utilize Foley's services through the Dash Platform and/or in accordance with Customer/End-User's internal procedures initially will be directed to, and responded to, by Customer/End-User. Customer/End-User will be responsible for having its representatives available to assist its users with questions or problems concerning the Dash Platform. Foley will provide secondary support to Customer's users experiencing technical problems or other issues with the Dash Platform of which Customer's own customer service representatives are not qualified to handle or not able to fully resolve. Notwithstanding the foregoing, if Foley makes a reasonable business determination that the technical support requested pursuant to this section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar users of the Dash Platform, Foley shall notify Customer/End- User that the requested support is considered an additional service which shall be subject to additional fees, to be negotiated.
- d. **Customer/End-User Responsibilities.** Customer/End-User is responsible for all activity occurring under its account and will abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with its access or use of the Dash Platform, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer/End-User will be responsible for ensuring that its users receive sufficient training to enable proper access or use of the Dash Platform. Customer/End-User will be solely responsible for, and will bear the cost of, providing all equipment, facilities, and connectivity, including without limitation any Internet access or telecommunications services, necessary to use and access the Dash Platform.
- e. **Customer Compliance with Applicable Laws:** Customer is responsible for ensuring that the sequencing of pre-employment screenings Customer utilizes in Dash Platform is compliant with all state and local applicable laws, including, but not limited to, employment and "ban the box" laws and regulations.
- f. **Password Protection.** As part of the registration and account creation process, Customer/ End-User will need a Username and a Password. Customer/ End-User

may not select a Username which is identical to that used by another person or use a Username which is in the sole opinion of Foley offensive or inappropriate. Customer/End-User shall be solely responsible for maintaining the confidentiality of Password. Customer/ End-User is solely responsible for all usage or activity on his/her/its account, including, but not limited to use of Customer/End-User's account, Username, or Password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for immediate termination of the account, in Foley's sole discretion, and Foley may refer Customer/End-User to appropriate law enforcement agencies.

- g. **Upgrades and Modifications.** At its sole option, Foley shall be entitled to prepare or launch new versions or upgrades of or to the Dash Platform that Foley generally makes available to its users ("Update Releases"). At any time, Foley may install any Update Releases to provide the services described herein or develop new modules for upgraded licenses at an additional cost. The price for Dash Platform use is subject to change upon prior notice from Foley. Such notice may be provided at any time by posting the changes to the Foley website or Dash Platform. Foley shall not be liable to Customer, end-user, or to any third party for any modification, price change, suspension, or discontinuance of the Dash Platform. Foley may from time to time, in its sole discretion, change some or all the functionality or any component of the Dash Platform or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the Dash Platform. Foley reserves the right, at its discretion, to modify these Dash Platform Terms at any time by posting a notice on the website, Dash Platform, or by sending Customer/End-User a notice via e-mail. Customer consents to receipt of such notice. Customer/End-User shall be responsible for reviewing and becoming familiar with any such modifications. Use of any of Foley's services by Customer/End-User following such notification constitutes Customer/ End-User's acceptance of the Dash Platform Terms as modified. Any new features that augment or enhance the current Dash Platform including the release of new tools and resources, shall be subject to this Agreement.
- h. **Data Issues.** Customer/End-User will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all data, information, or material that Customer/End-User submits to the Dash Platform during Customer/End-User's access or use of the System. Except as permitted in this Agreement, Foley will not edit, delete, or disclose the contents of Customer/End-User Data unless authorized by Customer/End-User or unless Foley is required to do so by law or in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on Foley; (ii) protect and defend the rights or property of Foley; or (iii) enforce this Agreement. Foley may provide insight data or statistical data in aggregate form to third parties, but such information will not include identifying information. Foley may access Customer/End-User data to respond to service or technical problems with the Dash Platform. Customer will be responsible for any deletion, correction, destruction, damage, loss, or failure to store any Customer/End-User data in the Dash Platform. Foley reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer/ End-User Data that may store, post, or transmit on or through



the Dash Platform. Customer/End-User may not upload advertisements or transmit unsolicited information, materials, spam, or data.

Compliance, Safety, Accountability (CSA) Monitor

The FMCSA holds motor carriers and drivers accountable for their role in safety. Foley creates and distributes a managed CSA Monitor service to subscribed Customer Representatives daily. Once subscribed, Foley setup team will request Customer authorization to the CSA data associated to the customer's Department of Transportation (DOT) number(s) available on FMCSA Portal. The Customer Representative must then log in to FMCSA Portal, using his/her credentials to approve Foley's request. An individual request will exist per DOT number. Upon approval, Foley will be able to retrieve daily inspection and violation information until such time the Customer Representative revokes access.

With access to the CSA data, the CSA data will be monitored daily, and an email generated if there is added information to provide. The email will provide to the defined Customer Representative(s) a detailed summary of crash and inspection data reported from roadside inspections associated with the driver/operator of the commercial motor vehicle. Emails are only produced when new crash and inspection data have been posted.

1. **Crash Data.** For crash related data, the type of motor vehicle, its configuration and identifiers are also provided, alongside crash details containing the count of injuries, fatalities, vehicles involved and outcome containing but not limited to Hazmat involvement, towaway or citations were issued to said driver. Crash data provides location, weather conditions, road surface conditions and light conditions pertaining to the crash incident.
2. **Inspection Data.** For inspection related data, an overall summary and detailed list of violations with associated violation codes defined by the FMCSA are included in the inspection report. The inspection summary aggregates the number of inspections, both clean and with violations and the total severity points. The inspection is segmented by driver, where a list of violations is provided. Each violation is associated with a violation code containing its own severity weighting and flag to define whether it results in an out-of-service action for the given driver. The severity weighting is multiplied by a time weight applied by the FMCSA to arrive a total number of points for the violation. Total points are divided into further subcategories defined by CSA Measure for unsafe driving, hours of service, vehicle maintenance, controlled substance and alcohol, hazardous materials, driver fitness, and crash indicators. Trending inspection data containing the history of completed inspections associated with the DOT number are provided.
3. **CSA Monitor Terms and Conditions.** These CSA Monitor Terms and Conditions ("CSA Monitor Terms") are only applicable if Customer uses Foley's CSA Monitor Service, as outlined above. To the extent these CSA Monitor Terms conflict with the General Terms of this Agreement, the General Terms take priority over these CSA Monitor Terms.
4. **CSA Monitor Legal Disclaimer.** Foley's communications in the CSA Monitor are not guarantees of the likelihood that Customer will, or will not, be inspected or audited by the DOT for compliance with its regulations. Data used in the CSA Monitor is provided



exclusively by the FMCSA. Foley does not modify the data sourced and is not responsible for data missing either by: (i) failure by the FMCSA to publish the crash or inspection event, or (ii) disruptions to the FMCSA system by either access restrictions or technical disruptions. Foley does not provide legal advice and no publication of information in the CSA Monitor should be taken as constituting legal advice or inducement to act or refrain from acting. The material and information located in the CSA Monitor is provided for informational purposes only. Customer shall not rely on the measurements, outputs, or other information in the CSA Monitor Product before taking any action related to its DOT compliance, and Foley is not responsible for any such reliance. Customer should seek advice from professional advisors in relation to any intended action based on, in whole or in part, the information contained in the CSA Monitor.

Historical benchmark and other information may not be indicative of future information or performance. None of Foley or any third party that provides data used to administer or determine any benchmark and other information (a “Data Provider”), or any of its or their affiliates, makes any claim, prediction, warranty or representation whatsoever, expressly or impliedly, as to the timeliness, accuracy or completeness of the predictions or other information in the CSA Monitor. To the fullest extent permitted by applicable law, none of Foley's or any Data Provider, or any of its or their affiliates will be liable in contract or tort (including negligence), for breach of statutory duty or nuisance or under antitrust laws, misrepresentation or otherwise, in respect of any inaccuracies, errors, omissions, delays, failures, cessations or changes (material or otherwise) in Foley's CSA Monitor product and other information, or for any damage, expense or other loss (whether direct or indirect) Customer may suffer arising out of or in connection with Foley's CSA Monitor and other information or any reliance Customer may place upon it. All implied terms, conditions and warranties, including without limitation as to quality, merchantability, fitness for purpose, title or noninfringement, in relation to Foley's CSA Monitor and other information are hereby excluded to the fullest extent permitted by applicable law.

DOT Drug and Alcohol

Foley will provide the services listed below for a DOT Drug and Alcohol Testing Program to assist in Customer’s requirements to meet applicable Department of Transportation regulations. The annual program includes set up for Customer of a random pool for drug testing that follows applicable DOT operating agency calendar year testing requirements. This offering is available for FMCSA CDL drivers and Non-FMCSA DOT employees and includes DOT-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

1. Definitions.

- a. “DOT Drug and Alcohol Testing Program” means a program that is compliant with the applicable state and Federal Department of Transportation regulations. The DOT Drug and Alcohol Testing Program is run as a subscription service.
- b. “FMCSA” means the Federal Motor Carrier Safety Administration.



2. Program Administration.

- a. **Drug and Alcohol Program Manual.** This manual is provided by Foley on a non-exclusively licensed basis and includes special forms and other materials to assist you in meeting your program requirements.
- b. **Drug and Alcohol Policy and Education Materials.** This is provided by Foley on a non-exclusive licensed basis and is designed to meet the requirements defined in 49 CFR 382.601. It includes updates as requested and telephone consulting.
- c. **Random Selection Pool Management.** Foley will set up a pool of drivers for random selection of drivers with services that include notification, reporting, and administration as required by FMCSA regulations.
- d. **Pre-Employment Testing and Return to Duty Testing.** Upon request and when applicable, Foley will arrange for Customer pre-employment drug and alcohol testing and return to duty drug and alcohol testing.
- e. **Driver Cards.** Foley will provide Customer identification cards for each covered employee/contractor (herein "Employee") specifying Foley's program coverage, available through Foley's online Platform.
- f. **Record Retention and Federal Reporting Assistance.** To meet current DOT storage requirements, and client access requirements, appropriate records will be maintained by Foley but, if you require on-site assistance for any purpose, consulting fees will be extra. Please note that applicable laws may require Customer to maintain its own records.
- g. **Consulting for Post-Accident and Reasonable-Suspicion Testing.** Available 24/7 via toll free support number (1-800-253-5506).
- h. **Substance Abuse Professional ("SAP").** Foley will provide consulting and assistance to Customer after prohibited conduct events (excluding SAP evaluations).
- i. **Health & Human Services (HHS) Certified Laboratory and Certified Breath Alcohol Test (BAT - initial screening and confirms) per DOT drug and alcohol testing requirements.**
- j. **Drug and Alcohol Collection and Testing.** Foley will conduct drug and alcohol testing and collections in compliance with DOT requirements. Drug and alcohol tests and collections are billed on an individual basis according to the fee schedule listed in the Order Confirmation. Drug specimen collection will be scheduled by Foley at one or more local facilities. Alcohol tests will be conducted by a Certified Breath Alcohol Technician for collection, screening, and confirmation.
- k. **Medical Review Officer ("MRO").** Foley will arrange for a certified MRO to review all drug tests, and to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test. MRO services will be performed in accordance with Customer-specific requirements, if any.
- l. **Clearinghouse Reporting.** Foley will report all positive test results and refusal to test results to the Clearinghouse on behalf of Customer, in compliance with the DOT Clearinghouse regulations.

3. One-Time Program Setup.

- a. **Platform Access.** Online access to Foley's platform to manage Customer's drug and alcohol testing program.
- b. **Entry of Client and Driver Information.** Computerized set up for random test



- selection and driver management system.
- c. **Supervisor Reasonable-Suspicion Training.** Provided to specified Customer employees to meet the two-hour requirement, at an additional cost.
 - d. **Collection Site Setup.** Foley will arrange for Customer access and set up for drug and alcohol test collection at a site in Foley's network, nearest to Customer's location(s).
 - e. **Start-Up Materials.** Applicable initial start-up materials, including electronic (or paper, if necessary) Chain of Custody and Control forms provided, with shipping and handling cost covered by Foley.
 - f. **Laboratory Testing.** Foley will establish laboratory testing services for Customer at a Substance Abuse and Mental Health Services Administration ("SAMHSA") certified laboratory to serve Customer's substance abuse testing program.
4. **Optional Additional Services.** Foley can provide Customer the following optional services at an additional cost:
- a. **Certified Substance Abuse Professional.** Foley may provide services at an additional fee to meet DOT requirements and will be arranged when required after a prohibited conduct event for driver evaluations, return-to-duty testing, and follow-up scheduling.
 - b. **Onsite training.** Onsite training managers to perform collection or reasonable suspicion testing.
 - c. **Onsite Collections.** Foley can coordinate for customer onsite collections on an as-available basis.
5. **Other Drug and Alcohol Services Terms and Conditions.**

These Drug and Alcohol Services Terms and Conditions ("DAT Terms") are only applicable if Customer uses Foley's Drug and Alcohol Services, as outlined above. To the extent these DAT Terms conflict with the General Terms of this Agreement, the General Terms take priority over these DAT Terms. Upon Customer's request and subject to these DAT Terms, Foley agrees to provide or facilitate the provision of substance abuse testing, medical review officer ("MRO") and related program administration and other services specified in the Order Confirmation, in connection with Customer's screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening pursuant to these DAT Terms (collectively "Candidate"). Customer acknowledges that certain products and services may be provided by or through Foley's affiliates and/or subsidiaries; provided, however, Foley shall remain solely responsible for such affiliates' and subsidiaries' performance under these DAT Terms. Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that Consumer Reports and other services ordered and provided pursuant to these DAT Terms may be ordered in accordance with Customer's instructions and in connection with Customer's screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening.

Foley will use reasonable efforts to make available to Customer individual records related to alcohol and drug testing performed by Foley for Customer, except records containing confidential medical information, within an average of two (2) business days



of written notification by Customer of such request, at location(s) of Customer's choosing and at Customer's expense for copying, shipping charges and any other applicable charges set forth in the Schedule A for production of multiple or archived records may require additional time.

Except as otherwise required or authorized by applicable Laws, Foley will not release individual test results to any person without first obtaining specific written authorization from the tested Candidate; provided, however, that nothing in this paragraph shall prohibit Foley from releasing such information to: (a) Customer or its agents, (b) any federal, state or local agency with regulatory authority over Customer's testing program, the tested individual, or as part of an accident investigation, etc.; (c) comply with its legal obligations related to requests resulting from legal action initiated by a Candidate, including but not limited to lawsuits, unemployment hearings, workers' compensation hearings, or grievances; or (d) in response to court orders or valid subpoenas.

In the case of any legal challenge regarding a test or related services administered by Foley, Foley may, in its sole discretion, provide expert testimony and/or other litigation support services with respect to the technical issues regarding the performance of such test. Costs, fees, and expenses for this service will be the responsibility of the Customer, as provided in Schedule A or otherwise agreed in writing between Foley and Customer.

Customer shall be responsible for identifying and complying with all Laws applicable to Customer in connection with its obligations under these DAT Terms, including, but not limited to, those affecting the circumstances in which Candidates may be tested, those related to making appropriate disclosures and those related to obtaining appropriate consent from each Candidate as part of the testing process. Customer will comply with all requirements set forth in the Agreement, including but not limited to the "Compliance Certification," to the extent applicable to the DAT Services.

Customer authorizes Foley, in its good faith discretion, to request specific information from any individual and/or to order additional tests as necessary or appropriate and related to tests performed for Customer. Customer agrees to pay for additional costs, fees and expenses related to such information requests or additional testing performed. Customer further authorizes Foley to utilize artificial intelligence to respond to Customer inquiries and provide notifications.

Customer acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Customer representatives, tested Candidates, personal physicians and/or health care providers that may possess relevant information. Customer agrees that Foley shall have no responsibility for services or service levels that are delayed or cannot be provided due to lack of such cooperation.

Customer shall keep and maintain copies of all Candidate consent forms and Candidate notices for a minimum period of five (5) years (or such longer period as may be required by applicable Law), and Customer shall promptly make available to Foley for compliance review purposes such records and other documentation reasonably



requested.

Driver File Creation

Driver File Creation service assembles and electronically stores all the information Customer needs to perform a detailed and compliant review of driver qualifications and safety history. This offering is available for CDL and non-CDL FMCSA drivers. This one-time service includes the following features and products:

- Safety Performance History Investigation and Drug and Alcohol Testing Inquiry
 - Motor Vehicle Report
 - Set up of the Driver Qualification File
 - Set up of the Safety Performance History file
 - An electronic DOT-Compliant job application, including all the data fields required for Foley to complete the above
1. Driver File Conversion takes Customer's current paper or electronic files and converts them into Foley's online Platform for Driver Qualification Files that can be accessed from any computer. This one-time service includes the following features and products:
- Conversion of Customer's paper or electronic Driver Qualification Files into easily accessible electronic files on Foley's online Platform
 - A Motor Vehicle Report, along with the appropriate Employee and Employer review documentation, when missing from Customer's current file(s)
 - Transfer of all time-sensitive information, such as medical certificates and CDLs, into Customer's portal notification system to enable ongoing compliance

Compliance Verification

This offering is available for DOT Non-FMCSA DOT employees.

Compliance Verification includes Drug and Alcohol Testing Inquiry in accordance with Title 49 Part 40.25. Foley will collect electronic DOT-compliant job application, including all the data fields and consents required for Foley to complete this verification.

Driver File Maintenance

The Driver File Maintenance service keeps Customer's files current to assist with ongoing compliance management. This offering is available for CDL and non-CDL FMCSA drivers. Features and benefits include:

- Compliance alerts when something in a driver's file is missing or expiring
- One Motor Vehicle Report ("MVR") included for each driver every year
- Company Expiration Date Report organized chronologically listing the items which are



coming due for each driver

- The guidance and information needed to perform each driver’s annual Review of Driving Record
- Web-based access to all the documents in Customer driver files
- Web-based consultations and, where applicable, telephone for support and guidance on programs and applicable regulations

1. Other Driver Services Terms and Conditions.

Customer acknowledges and understands that the aforementioned services aid in the management of federal DOT regulated driver files. State-specific driver files may be uploaded at Customer’s discretion.

Customer acknowledges that motor vehicle reports MVRs and related information are considered Consumer Reports for purposes of the Agreement. If Customer requests MVRs or related information from Foley under this Agreement, then by doing so, Customer further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Customer’s business in all states where Customer conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver’s Privacy Protection Act, 18 U.S.C. 2721 et seq. (“DPPA”), (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon Foley’s request, execute paperwork required by applicable state and local Departments of Motor Vehicles and/or other data sources for Customer’s access to MVRs.

DAT Clear

Foley provides a managed service to facilitate the administration of company responsibilities related to the FMCSA Drug Testing Clearinghouse called DAT Clear. This offering is available for FMCSA CDL drivers.

1. DAT Clear Features.

- a. Query Consent Management. FMCSA-compliant electronic process for collecting and maintaining driver consent for limited Clearinghouse queries.
- b. Annual Query Management. Foley will execute a Limited Query on behalf of Customer for all active drivers subject to 49 CFR Part 382 at least once per year. Foley will execute a required Full Query for all drivers whose annual Limited Query indicates the presence of records in the Clearinghouse.
- c. Prospective Driver Query. Foley will facilitate a full pre-employment Query of the Clearinghouse for prospective drivers as required by DOT regulations.
- d. Employer Reporting Assistance. Foley will facilitate the Customer’s submission to the Clearinghouse of records related to violations of drug and alcohol testing prohibitions such as Positive Alcohol Results, Refusals to Submit, Actual Knowledge Violations and Follow Up Testing.



- e. Driver Assistance and Education. Foley will provide educational tools and reminders for drivers to assist in the process of registering for the Clearinghouse. Foley will contact drivers on behalf of the Customer who have not consented to a Full Query. This reminder service will make 3 attempts over the first 3 business days to remind the driver that their consent is necessary. Foley will also provide Customers training on how to comply with the Clearinghouse regulations.
 - f. Recordkeeping. Foley will maintain the retention of all information related to the Customer's Clearinghouse queries in a secure, electronic environment.
2. Other DAT Clear Terms and Conditions.

The FMCSA will charge a fee for executing queries of the Clearinghouse. Customer must acquire the query plan from the FMCSA Clearinghouse directly. The DAT Clear service is dependent upon the Customer designating Foley as its C/TPA within the Clearinghouse. Initial registration of the Customer, as well as the registration of the Customer's drivers, cannot be completed by Foley. The Customer and its drivers must register themselves within the Clearinghouse directly.

Customer will be responsible for maintaining a list of its active drivers within the Foley portal. Customer will provide necessary information to obtain limited query consent (driver name, CDL number and state of issuance, date of birth, e-mail, address, and phone number). Additional charges may apply to the Customer for assisting with disputes of information in the Clearinghouse. If Customer takes adverse action based on a communication from the Clearinghouse, the Customer will be subject to the FCRA's "subsequent disclosure" requirement and shall disclose to the driver a summary containing the nature and substance of the communication upon which the adverse action is based. Foley will not be responsible for the Customer's duty to meet FCRA requirements in this regard.

Return to Duty/SAP/Follow-up testing management is not included in the DAT Clear services. DAT Clear will include assistance with file upload regarding test results and/or reports. The submission of Actual Knowledge or Refusal to Submit violations will require the Customer to submit supporting information to Foley. An incident report form template will be available, or the Customer may supply a reasonable alternative.

Motor Vehicle Report (MVR) Monitoring

The MVR Monitoring program continuously monitors each driver's license activity. This offering is available for CDL, non-CDL FMCSA, and non-regulated drivers. Features and benefits include:

- An initial Motor Vehicle Report on all enrolled drivers
- Live monitoring of each enrolled driver's license for changes
- An updated Motor Vehicle Report when changes are identified
- Access to our electronic Platform to manage your driver list



1. Other Driver Services Terms and Conditions.

Monitoring services may be ordered in accordance with Customer's instructions and in connection with Customer's screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening. Monitoring services offered under this Agreement are limited to those services permitted under applicable state law and subject to state law requirements. In addition to Customer acknowledgement, representations, and agreements set forth in "DQF Maintenance, Other Driver Services Terms and Conditions," Customer agrees to comply with all Customer obligations for each specific service to which the monitoring pertains. Customer acknowledges that Foley's monitoring services require that Customer update its employee list within 24 hours for all changes to ensure that monitoring is only performed on current employees. Customer will be responsible for all fees incurred on inaccurate lists. Customer agrees to provide Foley, within a reasonable time, with any additional documentation required to complete the monitoring services.

Professional Add-ons

Background Checks

Foley provides access to an ordering platform which allows customers to order background screenings for employment purposes. This offering includes CDL (with PSP, CDLIS), non-CDL FMCSA, non-FMCSA DOT, and non-regulated drivers, and other non-regulated employees. The advanced package may be added on for any employee type. Foley's screening services include, but are not limited, to the following:

- Criminal
- Verifications (Education, Reference, Employment)
- Sanction & Database
- I9 (electronic) & E-Verify
- Drug Screening
- Clinical Services
- Occupational Medicine
- Fingerprinting
- Hair Testing
- Motor Vehicle Records
- Social Media Screening and Monitoring
- International Searches
- Monitoring / Continuous Screening
- Worker's Compensation

1. **Platform Use Training, FCRA Compliance Certification, and EEO Compliance.** Foley will provide Customers with training to use its Platform for background checks and related screenings subsequent to Customer certifying its permissible purpose under the FCRA and



certifying that proper FCRA disclosures and authorizations have been procured. Customer may not order a background screening or other consumer report from Foley without such a certification. Additionally, it is Customer's responsibility to use social media screening reports in compliance with applicable EEO laws. Customer acknowledges that in certain states, employers are prohibited from directly or indirectly requesting email addresses, usernames, or passwords from employees and prospective employees for the purpose of conducting a social media search and understands that search results may be limited by the ability to request such information. Customer agrees to comply with any applicable social media and/or privacy laws restricting the use or request of such information for employment purposes. All Customers and end-users must sign Foley's "Access Security Agreement" to ensure safe and secure use of Foley's Platform and screening ordering system.

2. **Sample FCRA Forms**. Foley can provide Customer sample federal and state documents/forms to assist Customer in preparing FCRA, state, and local required disclosures and authorizations. All provided sample forms and documents are provided to Customer for informational purposes only and shall not be construed as legal advice. Ensuring federal, state, and local FCRA-related forms, documents, disclosures, and authorizations are the sole responsibility of Customer under this Agreement.
3. **Alias/Address History Services**. Foley has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding and names that might have been used by the Candidate. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Alias/Address History Services are a component of the nationwide criminal database search and social security trace address locator provided by Foley. Customer acknowledges that Foley will search using only the Candidate's name as provided to Foley by Customer or its Candidate, as applicable, unless Customer orders a package to search Candidate Aliases, in which case, Foley will also search using Candidate aliases in accordance with the package ordered. If Customer obtains Alias/Address History Services from Foley, Customer shall comply with the following requirements and restrictions (which are based on statutory and/or supplier requirements) (i) Customer/End-User will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Customer/End-User shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to a Candidate; (ii) Customer/End-User's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Customer/End-User by the Candidate connection with the transaction pursuant to which the Candidate authorized Customer/End-User to obtain a report regarding the Candidate; (iii) Customer/End-User will limit its use of Alias/Address History Services to the foregoing stated purposes; (iv) Customer/End-User will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Customer/End-User will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining a Candidate's eligibility for credit, insurance, employment, or any other product, service or transaction not authorized in this paragraph; and (vi) Customer/End-User will not use the information provided in



connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Customer/End- User's right to use information in consumer reports (other than Alias/Address History Services data) for determining a Candidate's employment eligibility in accordance with this Agreement.

4. **Outsourced Providers.** If Customer uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Customer in connection with Customer's permissible procurement and use of Foley's Consumer Reports and other services, Customer shall first identify to Foley in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Agreement applicable to Customer (including, without limitation, compliance and certification of compliance with all Laws with respect to the procurement and use of consumer reports; protection of the confidentiality of Foley's Confidential Information; and prohibition against re-using, transferring (other than to End-User or its Candidate and/or reselling Consumer Reports). Customer agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable laws or the terms of this Agreement shall be considered a violation of this Agreement by Customer. Customer authorizes Foley to deal directly with the Outsourced Provider as Customer/End-User's authorized agent, and Customer shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit Foley to disclose Candidate's consumer report to the Outsourced Provider.

The Outsourced Provider shall perform its services onsite at Customer's place of business. If the Outsourced Provider wishes to perform its services for Customer and/or access or retain consumer reports at the Outsourced Provider's own business premises, Customer shall notify Foley in writing in advance, and Foley shall have the right, at an additional cost to perform for regulatory compliance purposes Foley's standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Customer must obtain Foley's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Customer acknowledges that, due to statutory and/or contractual obligations and restrictions, some Foley services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Customer/End-User and/or Outsourced Provider.

5. **I-9 & E-Verify Verification Obligations and Services.** Customer acknowledges that Foley's services do not alleviate Customer of its responsibility for performing in-person verification of its employees' identities, checking photo identification, and completing, verifying, and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Customer obtains Foley's I-9 and/or E-Verify employment eligibility services pursuant to this Agreement, Customer and Foley agree to comply with the following obligations, as applicable based on the service(s) obtained by Customer:
 - a. Customer I-9 Obligations. Customer shall identify and comply with all Laws



applicable to Customer in connection with its use of I-9 services.

- b. **Foley I-9 Obligations.** If Customer orders the Foley I-9 Solution, Foley will provide Customer an electronic Form I-9 that meets U.S. Citizenship and Immigration Services (“USCIS”) regulations related to electronic Form I-9 management.
 - c. **Customer E-Verify Obligations.** Customer acknowledges that it is End-User’s responsibility to complete all E-Verify Checks in accordance with applicable Laws. Customer shall: (i) identify and comply with all Laws applicable to Customer in connection with its use of E-Verify Checks, (ii) provide Foley with the information requested in the E-Verify Company Profile document provided by Foley for purposes of obtaining a unique E-Verify Program ID number for Customer, (iii) enter into the E-Verify Memorandum of Understanding (“MOU”) with the Department of Homeland Security (“DAT”), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation (“FAR”) rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify Foley and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
 - d. **Foley E-Verify Obligations.** If Customer orders E-Verify Checks, Foley shall enter into the MOU as Customer E-Verify Employer Agent, and Foley shall comply with its obligations under the MOU.
6. **Adverse Action.** At an additional cost, Foley can facilitate Customer with compliance with the adverse action procedures required under the FCRA. This includes transmitting the pre-adverse and post-adverse action letters to Candidates on behalf of the Customer. Customer is solely responsible for the content of all adverse action letters sent by Foley on the Customer’s behalf and by using Foley’s adverse action letter templates, Customer is agreeing to the content of those templates. Foley will accommodate Customer with any customization requests specific to Customer’s needs with regard to the content of adverse action letters. Foley will not and does not make any adverse action decisions on behalf of the Customer.
7. **Pricing.** Unless otherwise agreed to in the Order Confirmation or this Agreement, pricing for background screening services is dictated per service and charged on a per order basis. In addition, maintenance costs for ongoing monitoring or continuously running programs are charged on a monthly or yearly basis depending on the program.

Occupational Health Services

This offering is available for CDL, non-CDL FMCSA, non-FMCSA DOT, and non-regulated drivers, and other non-regulated employees.



DOT Physicals

1. **DOT Physical Examination.** Foley will coordinate the DOT physical examination by an examiner active in the DOT FMCSA National Registry of Certified Medical Examiners in compliance with DOT requirements. DOT Physicals are billed at Add-On price according to the fee schedule listed in the Order Confirmation.
2. **Reporting of DOT Physical Results.** Reporting of DOT Physical results is provided through Foley Platform. A successful DOT physical will have an accompanying Motor Vehicle Report that reflects the state's medical certification data.

Drug Free Workplace

Foley provides the services listed below for a Drug Free Workplace Drug and Alcohol Testing Program (not regulated by the DOT) to assist in Customer's management efforts of such a program. The Drug Free Workplace Drug and Alcohol Testing Program may be a custom program that is designed and created based on relevant information provided by, and needs specific to Customer, as expressed in a Drug Free Workplace Questionnaire sent to and completed by Customer, to aid Customer's compliance with local, state, and federal laws and regulations applicable to Customer, and to meet Customer's non-DOT regulated program needs. The Drug Free Workplace Drug and Alcohol Testing Program is run as a subscription service. This offering includes non-CDL FMCSA and non-regulated drivers, and other non-regulated employees. This offering may be added on for CDL and non-FMCSA CDL drivers. This offering includes DOT-equivalent-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

4. Program Administration.
 - a. **Drug Free Workplace Program Manual.** This manual is provided by Foley on a non-exclusive, licensed basis and includes templated workflow forms for common processes involved with managing a drug and alcohol testing program, and other materials to assist your program manager.
 - b. **Employee Drug and Alcohol Policy.** Foley will provide Customer with an Employee Drug and Alcohol Policy customized for Customer's program needs, as indicated in the Drug Free Workplace Questionnaire ("DFW Questionnaire"). This Policy is provided on a non-exclusive basis. Foley charges a flat fee for Policy creation or review and additional fee per State law addendum needed.
 - c. **Collection Site Set Up.** Foley will set Customer up with a drug and alcohol collection site at one of our sites throughout the U.S. In-network/out-of-network will be specified on our collection site locator. On-site collections may be available, if desired, at an additional fee.
 - d. **Consulting for Pre-Employment, Return to Duty, Post-Accident & Reasonable-Suspicion Testing.** Pre-employment, return to duty, post-accident and reasonable-suspicion testing consulting will be available from Foley 24/7 via our toll-free support number (1-800-253-5506). Customer will be charged for an additional fee for emergency or after-hour testing.



- e. **HHS Certified Laboratory and Certified Breath Alcohol Testing.** Health and Human Services (“HHS”) Certified Laboratory and Certified Breath Alcohol Testing (“BAT”) will be coordinated by Foley.
5. **Drug and Alcohol Collection and Testing.**
 - a. **Random Selection Employee Testing and Administration.** Foley will set up a pool of employees for random selection of testing employees, with services that include notification, reporting, and administration for non-DOT regulated employees upon Customer’s request and if not prohibited by applicable state and local Law.
 - b. **Drug and Alcohol Specimen Collection.** Set up for drug and alcohol test collection at one or more local collection facilities.
 - c. **Medical Review Officer (“MRO”).** A Foley MRO will review all drug tests to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test.
 - d. **Reporting of Test Results.** Reporting of test results conducted via telephone, email, or the Platform to Customer’s designated program manager and/or selected authorized contacts for all drug test results. Test results are also made available to authorized users in the Foley Platform.
 - e. **Additional Services.** Optional services are available at an additional fee for: on-site training, on-site collection (if available), DOT Drug & Alcohol testing programs, and Substance Abuse Professional services.
 6. **Other Drug Free Workplace Terms and Conditions.**

Although Foley provides ongoing support to Customer and ensures the DFW program is run in accordance with Customer’s instructions, Foley does not serve as legal counsel, Program Manager, or as a Designated Employer Representative (“DER”). Customer is ultimately responsible for creating and maintaining a policy that is fit for Customer’s needs. Foley may be unaware of Customer’s membership in certain industries or involvement in certain state or federal programs that cause particular testing requirements or prohibitions to apply to Customer. As such, Foley is not responsible for Customer’s selections, errors, or omissions in/from the DFW Questionnaire that may cause the program to violate or otherwise fail to comply with an applicable law or regulation. Foley is not responsible for ensuring that Customer updates its DFW policy as laws change over time. However, upon request, Foley may update Customer’s policy at an additional cost.

If Customer selects not to participate in Foley’s policy creation or policy review services, any drug or alcohol testing program for Customer will be administered based solely on Customer’s submissions in the completed DFW Questionnaire provided to Foley, not Customer’s existing policy.



Power Package

Dash Platform

Foley provides a platform called “Dash” through which customers can interact with the services included in the purchased plan. The extent of those interactions within Dash are described in subsequent sections of this document.

Also included in Dash are tools for onboarding candidates collectively called “Dash Onboard;” Foley’s Dash Onboard service includes, but is not limited to:

1. Job Management.
 - a. **Create and Post Jobs.** Customers can create a job and post it multiple times such that links to apply can be posted to third party career websites where candidates may complete an application specifically catered to the posted job.
 - b. **Customize Job.** Customers can align the job application and pre-hire screening workflow to customer’s company policies.
2. Candidate Experience.
 - a. **Apply to Job.** Candidates can fill out partial application to be considered for the position. Candidates can complete the application and any required pre-employment screenings once a conditional offer of employment is made.
 - b. **Consent to Screens.** To facilitate compliance with Laws, Candidates will be prompted to consent to all applicable screenings prior to initiation of a screening. Foley will not initiate the screening until all required consents are obtained.
 - c. **Create Account.** Candidates will be prompted to create an account to save their application. Once an account is created, future Candidate applications hosted by Foley will be used to pre-fill an application, expediting the Candidate experience.
3. Candidate Onboarding.
 - a. **Manage Job Candidates.** Customers can view Candidates who have applied to posted jobs and track their progress through the onboarding process.
 - b. **Screen Candidates.** Order and review the results of configured screens. The following screens are supported and can be configured for a job:
 - i. Motor Vehicle Report
 - ii. Background Check
 - iii. Drug Test
 - iv. DOT Physical
 - v. Clearinghouse Initial Query
 - vi. Pre-Employment Screening Program (PSP)
 - vii. CDLIS
 - c. **Disposition the Candidate.** Hire a candidate into Foley platform such that ongoing compliance can be managed using other services provided by Foley and ordered by the Customer. Alternatively, decide not to hire a candidate and disposition with appropriate reasoning.
4. Dash Platform Terms and Conditions.



- a. **System License.** Foley hereby grants to Customer a personal, non-exclusive, non-transferable license to access and use the Dash Platform over the Internet.
- b. **Restrictions.** Customer agrees that it will not, and will not allow, its directors, officers, business partners, or employees or agents to:
 - i. Reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Dash Platform or any component thereof.
 - ii. Copy, reproduce, modify, sell, lease, sub-license, market or commercially exploit in any way the Dash Platform or any component thereof (including the further distribution or blank forms or templates) other than as expressly agreed to in this Agreement.
 - iii. Use, or permit the use of, the Dash Platform except for Customer's internal purposes. Customer agrees that Customer shall not provide access to or perform services for third parties using the Dash Platform including, but not limited to, any service bureau, time-sharing, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.
 - iv. Disclose, resell, or grant access to an access code to the Dash Platform or any component thereof to any third party not affiliated with Customer.
- c. **Customer Support.** Foley customer and technical support will be provided during Foley's core operational hours, 8:30am –5:00 pm EST. Calls relating to how to access and utilize Foley's services through the Dash Platform and/or in accordance with Customer/End-User's internal procedures initially will be directed to, and responded to, by Customer/End-User. Customer/End-User will be responsible for having its representatives available to assist its users with questions or problems concerning the Dash Platform. Foley will provide secondary support to Customer's users experiencing technical problems or other issues with the Dash Platform of which Customer's own customer service representatives are not qualified to handle or not able to fully resolve. Notwithstanding the foregoing, if Foley makes a reasonable business determination that the technical support requested pursuant to this section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar users of the Dash Platform, Foley shall notify Customer/End-User that the requested support is considered an additional service which shall be subject to additional fees, to be negotiated.
- d. **Customer/End-User Responsibilities.** Customer/End-User is responsible for all activity occurring under its account and will abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with its access or use of the Dash Platform, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer/End-User will be responsible for ensuring that its users receive sufficient training to enable proper access or use of the Dash Platform. Customer/End-User will be solely responsible for, and will bear the cost of, providing all equipment, facilities, and connectivity, including without limitation any Internet access or telecommunications services, necessary to use and access the Dash Platform.
- e. **Customer Compliance with Applicable Laws:** Customer is responsible for ensuring that the sequencing of pre-employment screenings Customer utilizes in Dash Platform is compliant with all state and local applicable laws, including, but not limited to, employment and "ban the box" laws and regulations.

- f. **Password Protection.** As part of the registration and account creation process, Customer/ End-User will need a Username and a Password. Customer/ End-User may not select a Username which is identical to that used by another person or use a Username which is in the sole opinion of Foley offensive or inappropriate. Customer/End-User shall be solely responsible for maintaining the confidentiality of Password. Customer/ End-User is solely responsible for all usage or activity on his/her/its account, including, but not limited to use of Customer/End-User's account, Username, or Password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for immediate termination of the account, in Foley's sole discretion, and Foley may refer Customer/End-User to appropriate law enforcement agencies.
- g. **Upgrades and Modifications.** At its sole option, Foley shall be entitled to prepare or launch new versions or upgrades of or to the Dash Platform that Foley generally makes available to its users ("Update Releases"). At any time, Foley may install any Update Releases to provide the services described herein or develop new modules for upgraded licenses at an additional cost. The price for Dash Platform use is subject to change upon prior notice from Foley. Such notice may be provided at any time by posting the changes to the Foley website, Platform, or Dash Platform. Foley shall not be liable to Customer, end-user, or to any third party for any modification, price change, suspension, or discontinuance of the Dash Platform. Foley may from time to time, in its sole discretion, change some or all the functionality or any component of the Dash Platform or make any modification for the purpose of improving the performance, service quality, error correction or to maintain the responsiveness of the Dash Platform. Foley reserves the right, at its discretion, to modify these Dash Platform Terms at any time by posting a notice on the website, Dash Platform, or by sending Customer/End-User a notice via e-mail. Customer consents to receipt of such notice. Customer/End-User shall be responsible for reviewing and becoming familiar with any such modifications. Use of any of Foley's services by Customer/End-User following such notification constitutes Customer/ End-User's acceptance of the Dash Platform Terms as modified. Any new features that augment or enhance the current Dash Platform including the release of new tools and resources, shall be subject to this Agreement.
- h. **Data Issues.** Customer/End-User will have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all data, information, or material that Customer/End-User submits to the Dash Platform during Customer/End-User's access or use of the System. Except as permitted in this Agreement, Foley will not edit, delete, or disclose the contents of Customer/End-User Data unless authorized by Customer/End-User or unless Foley is required to do so by law or in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on Foley; (ii) protect and defend the rights or property of Foley; or (iii) enforce this Agreement. Foley may provide insight data or statistical data in aggregate form to third parties, but such information will not include identifying information. Foley may access Customer/End-User data to respond to service or technical problems with the Dash Platform. Customer will be responsible for any deletion, correction, destruction, damage, loss, or failure to store any Customer/End-User data in the Dash Platform. Foley reserves the right to



establish a maximum amount of memory or other computer storage and a maximum amount of Customer/ End-User Data that may store, post, or transmit on or through the Dash Platform. Customer/End-User may not upload advertisements or transmit unsolicited information, materials, spam, or data.

Compliance, Safety, Accountability (CSA) Monitor

The FMCSA holds motor carriers and drivers accountable for their role in safety. Foley creates and distributes a managed CSA Monitor service to subscribed Customer Representatives daily. Once subscribed, Foley setup team will request authorization to the CSA data from the FMCSA associated to the customer's Department of Transportation (DOT) number. The Customer Representative must then log in using his/her credentials to approve Foley's request. An individual request will exist per DOT number. Upon approval Foley will be able to retrieve daily inspection and violation information until such time the Customer Representative revokes access.

With access to the CSA data, the CSA data will be monitored daily, and an email generated if there is added information to provide. The email will provide to the defined Customer Representative(s) a detailed summary of crash and inspection data reported from roadside inspections associated with the driver/operator of the commercial motor vehicle. Emails are only produced when new crash and inspection data have been posted.

1. **Crash Data.** For crash related data, the type of motor vehicle, its configuration and identifiers are also provided, alongside crash details containing the count of injuries, fatalities, vehicles involved and outcome containing but not limited to Hazmat involvement, towaway or citations were issued to said driver. Crash data provides location, weather conditions, road surface conditions and light conditions pertaining to the crash incident.
2. **Inspection Data.** For inspection related data, an overall summary and detailed list of violations with associated violation codes defined by the FMCSA are included in the inspection report. The inspection summary aggregates the number of inspections, both clean and with violations and the total severity points. The inspection is segmented by driver, where a list of violations is provided. Each violation is associated with a violation code containing its own severity weighting and flag to define whether it results in an out-of-service action for the given driver. The severity weighting is multiplied by a time weight applied by the FMCSA to arrive a total number of points for the violation. Total points are divided into further subcategories defined by CSA Measure for unsafe driving, hours of service, vehicle maintenance, controlled substance and alcohol, hazardous materials, driver fitness, and crash indicators. Trending inspection data containing the history of completed inspections associated with the DOT number are provided.
3. **CSA Monitor Terms and Conditions.** These CSA Monitor Terms and Conditions ("CSA Monitor Terms") are only applicable if Customer uses Foley's CSA Monitor Service, as outlined above. To the extent these CSA Monitor Terms conflict with the General Terms of this Agreement, the General Terms take priority over these CSA Monitor Terms.
4. **CSA Monitor Legal Disclaimer.** Foley's communications in the CSA Monitor—are not guarantees of the likelihood that Customer will, or will not, be inspected or audited by the



DOT for compliance with its regulations. Data used in the CSA Monitor is provided exclusively by the FMCSA. Foley does not modify the data sourced and is not responsible for data missing either by: (i) failure by the FMCSA to publish the crash or inspection event, or (ii) disruptions to the FMCSA system by either access restrictions or technical disruptions. Foley does not provide legal advice and no publication of information in the CSA Monitor should be taken as constituting legal advice or inducement to act or refrain from acting. The material and information located in the CSA Monitor is provided for informational purposes only. Customer shall not rely on the measurements, outputs, or other information in the CSA Monitor Product before taking any action related to its DOT compliance, and Foley is not responsible for any such reliance. Customer should seek advice from professional advisors in relation to any intended action based on, in whole or in part, the information contained in the CSA Monitor.

Historical benchmark and other information may not be indicative of future information or performance. None of Foley or any third party that provides data used to administer or determine any benchmark and other information (a “Data Provider”), or any of its or their affiliates, makes any claim, prediction, warranty or representation whatsoever, expressly or impliedly, as to the timeliness, accuracy or completeness of the predictions or other information in the CSA Monitor. To the fullest extent permitted by applicable law, none of Foley's or any Data Provider, or any of its or their affiliates will be liable in contract or tort (including negligence), for breach of statutory duty or nuisance or under antitrust laws, misrepresentation or otherwise, in respect of any inaccuracies, errors, omissions, delays, failures, cessations or changes (material or otherwise) in Foley's CSA Monitor product and other information, or for any damage, expense or other loss (whether direct or indirect) Customer may suffer arising out of or in connection with Foley's CSA Monitor and other information or any reliance Customer may place upon it. All implied terms, conditions and warranties, including without limitation as to quality, merchantability, fitness for purpose, title or noninfringement, in relation to Foley's CSA Monitor and other information are hereby excluded to the fullest extent permitted by applicable law.

DOT Drug and Alcohol

Foley will provide the services listed below for a DOT Drug and Alcohol Testing Program to assist in Customer’s requirements to meet applicable Department of Transportation regulations. The annual program includes set up for Customer of a random pool for drug testing that follows applicable DOT operating agency calendar year testing requirements. The annual program administration fee includes the following services, which, once effective, will continue for twelve (12) months. Client will be invoiced for the program annually. This offering is available for CDL drivers and Non-FMCSA DOT employees and includes DOT-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

1. Definitions.

- a. “DOT Drug and Alcohol Testing Program” means a program that is compliant with the applicable state and Federal Department of Transportation regulations. The DOT Drug and Alcohol Testing Program is



run as a subscription service.

- b. "FMCSA" means the Federal Motor Carrier Safety Administration.

2. Program Administration.

- a. **Drug and Alcohol Program Manual.** This manual is provided by Foley on a non-exclusively licensed basis and includes special forms and other materials to assist you in meeting your program requirements.
- b. **Drug and Alcohol Policy and Education Materials.** This is provided by Foley on a non-exclusive licensed basis and is designed to meet the requirements defined in 49 CFR 382.601. It includes updates as requested and telephone consulting.
- c. **Random Selection Pool Management.** Foley will set up a pool of drivers for random selection of drivers with services that include notification, reporting, and administration as required by FMCSA regulations.
- d. **Pre-Employment Testing and Return to Duty Testing.** Upon request and when applicable, Foley will arrange for Customer pre-employment drug and alcohol testing and return to duty drug and alcohol testing.
- e. **Driver Cards.** Foley will provide Customer identification cards for each covered employee/contractor (herein "Employee") specifying Foley's program coverage, available through Foley's online Platform.
- f. **Record Retention and Federal Reporting Assistance.** To meet current DOT storage requirements, and client access requirements, appropriate records will be maintained by Foley but, if you require on-site assistance for any purpose, consulting fees will be extra. Please note that applicable laws may require Customer to maintain its own records.
- g. **Consulting for Post-Accident and Reasonable-Suspicion Testing.** Available 24/7 via toll free support number (1-800-253-5506).
- h. **Substance Abuse Professional ("SAP").** Foley will provide consulting and assistance to Customer after prohibited conduct events (excluding SAP evaluations).
- i. **Health & Human Services (HHS) Certified Laboratory and Certified BAT** (initial screening and confirms) per DOT drug and alcohol testing requirements.
- j. **Drug and Alcohol Collection and Testing.** Foley will conduct drug and alcohol testing and collections in compliance with DOT requirements. Drug and alcohol tests and collections are billed on an individual basis according to the fee schedule listed in the Order Confirmation. Drug specimen collection will be scheduled by Foley at one or more local facilities. Alcohol tests will be conducted by a Certified Breath Alcohol Technician for collection, screening, and confirmation.
- k. **Medical Review Officer ("MRO").** Foley will arrange for a certified MRO to review all drug tests, and to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test. MRO services will be performed in accordance with Customer-specific requirements, if any.
- l. **Clearinghouse Reporting.** Foley will report all positive test results and refusal to test results to the Clearinghouse on behalf of Customer, in compliance with the DOT Clearinghouse regulations.

3. One-Time Program Setup.

- a. **Platform Access.** Online access to Foley's platform to manage Customer's drug and alcohol testing program.



- b. **Entry of Client and Driver Information.** Computerized set up for random test selection and driver management system.
 - c. **Supervisor Reasonable-Suspicion Training.** Provided to specified Customer employees to meet the two-hour requirement, at an additional cost.
 - d. **Collection Site Setup.** Foley will arrange for Customer access and set up for drug and alcohol test collection at a site in Foley's network, nearest to Customer's location(s).
 - e. **Start-Up Materials.** Applicable initial start-up materials, including electronic (or paper, if necessary) Chain of Custody and Control forms provided, with shipping and handling cost covered by Foley.
 - f. **Laboratory Testing.** Foley will establish laboratory testing services for Customer at a Substance Abuse and Mental Health Services Administration ("SAMHSA") certified laboratory to serve Customer's substance abuse testing program.
4. **Optional Additional Services.** Foley can provide Customer the following optional services at an additional cost:
 - a. **Certified Substance Abuse Professional.** Foley may provide services at an additional fee to meet DOT requirements and will be arranged when required after a prohibited conduct event for driver evaluations, return-to-duty testing, and follow-up scheduling.
 - b. **Onsite training.** Onsite training managers to perform collection or reasonable suspicion testing.
 - c. **Onsite Collections.** Foley can coordinate for customer onsite collections on an as-available basis.
5. **Other Drug and Alcohol Services Terms and Conditions.**

These Drug and Alcohol Services Terms and Conditions ("DAT Terms") are only applicable if Customer uses Foley's Drug and Alcohol Services, as outlined above. To the extent these DAT Terms conflict with the General Terms of this Agreement, the General Terms take priority over these DAT Terms. Upon Customer's request and subject to these DAT Terms, Foley agrees to provide or facilitate the provision of substance abuse testing, medical review officer ("MRO") and related program administration and other services specified in the Order Confirmation, in connection with Customer's screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening pursuant to these DAT Terms (collectively "Candidate"). Customer acknowledges that certain products and services may be provided by or through Foley's affiliates and/or subsidiaries; provided, however, Foley shall remain solely responsible for such affiliates' and subsidiaries' performance under these DAT Terms. Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that Consumer Reports and other services ordered and provided pursuant to these DAT Terms may be ordered in accordance with Customer's instructions and in connection with Customer's screening of job applicants, employees and/or other persons for which Customer has a legally permissible purpose to conduct the screening.

Foley will use reasonable efforts to make available to Customer individual records related to alcohol and drug testing performed by Foley for Customer, except records



containing confidential medical information, within an average of two (2) business days of written notification by Customer of such request, at location(s) of Customer's choosing and at Customer's expense for copying, shipping charges and any other applicable charges set forth in the Schedule A for production of multiple or archived records may require additional time.

Except as otherwise required or authorized by applicable Laws, Foley will not release individual test results to any person without first obtaining specific written authorization from the tested Candidate; provided, however, that nothing in this paragraph shall prohibit Foley from releasing such information to: (a) Customer or its agents, (b) any federal, state or local agency with regulatory authority over Customer's testing program, the tested individual, or as part of an accident investigation, etc.; (c) comply with its legal obligations related to requests resulting from legal action initiated by a Candidate, including but not limited to lawsuits, unemployment hearings, workers' compensation hearings, or grievances; or (d) in response to court orders or valid subpoenas.

In the case of any legal challenge regarding a test or related services administered by Foley, Foley may, in its sole discretion, provide expert testimony and/or other litigation support services with respect to the technical issues regarding the performance of such test. Costs, fees, and expenses for this service will be the responsibility of the Customer, as provided in Schedule A or otherwise agreed in writing between Foley and Customer.

Customer shall be responsible for identifying and complying with all Laws applicable to Customer in connection with its obligations under these DAT Terms, including, but not limited to, those affecting the circumstances in which Candidates may be tested, those related to making appropriate disclosures and those related to obtaining appropriate consent from each Candidate as part of the testing process. Customer will comply with all requirements set forth in the Agreement, including but not limited to the "Compliance Certification," to the extent applicable to the DAT Services.

Customer authorizes Foley, in its good faith discretion, to request specific information from any individual and/or to order additional tests as necessary or appropriate and related to tests performed for Customer. Customer agrees to pay for additional costs, fees and expenses related to such information requests or additional testing performed. Customer further authorizes Foley to utilize artificial intelligence to respond to Customer inquiries and provide notifications.

Customer acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Customer representatives, tested Candidates, personal physicians and/or health care providers that may possess relevant information. Customer agrees that Foley shall have no responsibility for services or service levels that are delayed or cannot be provided due to lack of such cooperation.

Customer shall keep and maintain copies of all Candidate consent forms and Candidate notices for a minimum period of five (5) years (or such longer period as may be required by applicable Law), and Customer shall promptly make available to Foley for



compliance review purposes such records and other documentation reasonably requested.

Driver File Creation

Driver File Creation service assembles and electronically stores all the information Customer needs to perform a detailed and compliant review of driver qualifications and safety history. This offering is available for CDL and non-CDL FMCSA drivers. This one-time service includes the following features and products:

- Safety Performance History Investigation and Drug and Alcohol Testing Inquiry
 - Motor Vehicle Report
 - Set up of the Driver Qualification File
 - Set up of the Safety Performance History file
 - An electronic DOT-Compliant job application, including all the data fields required for Foley to complete the above
1. Driver File Conversion takes Customer's current paper or electronic files and converts them into Foley's online Platform for Driver Qualification Files that can be accessed from any computer. This one-time service includes the following features and products:
- Conversion of Customer's paper or electronic Driver Qualification Files into easily accessible electronic files on Foley's online Platform
 - A Motor Vehicle Report, along with the appropriate Employee and Employer review documentation, when missing from Customer's current file(s)
 - Transfer of all time-sensitive information, such as medical certificates and CDLs, into Customer's portal notification system to enable ongoing compliance

Compliance Verification

This offering is available for Non-FMCSA DOT drivers.

Compliance Verification includes Drug and Alcohol Testing Inquiry in accordance with Title 49 Part 40.25. Foley will collect electronic DOT-compliant job application, including all the data fields and consents required for Foley to complete this verification.

Driver File Maintenance

The Driver File Maintenance service keeps Customer's files current to assist with ongoing compliance management. This offering is available for CDL and non-CDL FMCSA drivers. Features and benefits include:

- Compliance alerts when something in a driver's file is missing or expiring
- One Motor Vehicle Report ("MVR") included for each driver every year



- Company Expiration Date Report organized chronologically listing the items which are coming due for each driver
- The guidance and information needed to perform each driver's annual Review of Driving Record
- Web-based access to all the documents in Customer driver files
- Web-based consultations and, where applicable, telephone for support and guidance on programs and applicable regulations

1. Premium Driver File Document Review. The Premium Driver File Document Review service ensures that specific documents associated with Customer Driver Qualification Files match the records in Foley's portal. For each driver, Foley will review a Driver's License and a Driver's DOT Physical Short Form, commonly called the Medical Certificate and hereinafter, "Medical Card." This service does not include review of a driver's DOT Physical Long Form.

a. **Driver's License Review.** The following items on a Driver's License will be reviewed by Foley to ensure a match to the corresponding driver record in Foley's portal:

- i. Driver Name
- ii. License Number
- iii. Expiration Date
- iv. State
- v. License Class
- vi. Endorsements

b. **Medical Card Review.** The following items on a Medical Card will be reviewed by Foley to ensure a match to the corresponding driver record in Foley's portal:

- i. Driver Name
- ii. Expiration Date
- iii. Signature in the appropriate location.
- iv. Foley will also verify that the listed examiner on the Medical Card is, as of date of review, active in the DOT National Registry of Certified Medical Examiners, through access to the DOT's website search only.

c. **Items Not Reviewed.** The following items will not be reviewed, performed, or considered as part of the Premium Driver File Document Review service:

- i. Driver's License forgery, alteration, or authentication
- ii. Driver's License signature match
- iii. Driver's License Image
- iv. Medical Card forgery, alteration, or authentication

NOTE: The Premium Driver File Document Review does not include a



determination as to whether a driver may legally operate a commercial motor vehicle or is disqualified from driving a commercial motor vehicle.

2. Other Driver Services Terms and Conditions.

Customer acknowledges and understands that the aforementioned services aid in the management of federal DOT regulated driver files. State-specific driver files may be uploaded at Customer's discretion.

Customer acknowledges that motor vehicle reports MVRs and related information are considered Consumer Reports for purposes of the Agreement. If Customer requests MVRs or related information from Foley under this Agreement, then by doing so, Customer further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate Customer's business in all states where Customer conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. 2721 et seq. ("DPPA"), (iii) it will not use the MVRs to build its own database; and (iv) it will, from time to time upon Foley's request, execute paperwork required by applicable state and local Departments of Motor Vehicles and/or other data sources for Customer's access to MVRs.

DAT Clear

Foley provides a managed service to facilitate the administration of company responsibilities related to the FMCSA Drug Testing Clearinghouse called DAT Clear. This offering is available for CDL drivers.

1. DAT Clear Features.

- a. Query Consent Management. FMCSA-compliant electronic process for collecting and maintaining driver consent for limited Clearinghouse queries.
- b. Annual Query Management. Foley will execute a Limited Query on behalf of Customer for all active drivers subject to 49 CFR Part 382 at least once per year. Foley will execute a required Full Query for all drivers whose annual Limited Query indicates the presence of records in the Clearinghouse.
- c. Prospective Driver Query. Foley will facilitate a full pre-employment Query of the Clearinghouse for prospective drivers as required by DOT regulations.
- d. Employer Reporting Assistance. Foley will facilitate the Customer's submission to the Clearinghouse of records related to violations of drug and alcohol testing prohibitions such as Positive Alcohol Results, Refusals to Submit, Actual Knowledge Violations and Follow Up Testing.
- e. Driver Assistance and Education. Foley will provide educational tools and reminders for drivers to assist in the process of registering for the Clearinghouse. Foley will contact drivers on behalf of the Customer who have not consented to a Full Query. This reminder service will make 3 attempts over the first 3 business days to remind the



driver that their consent is necessary. Foley will also provide Customers training on how to comply with the Clearinghouse regulations.

- f. Recordkeeping. Foley will maintain the retention of all information related to the Customer's Clearinghouse queries in a secure, electronic environment.

2. Other DAT Clear Terms and Conditions.

The FMCSA will charge a fee for executing queries of the Clearinghouse. Customer must acquire the query plan from the FMCSA directly. The DAT Clear service is dependent upon the Customer designating Foley as its C/TPA within the Clearinghouse. Initial registration of the Customer, as well as the registration of the Customer's drivers, cannot be completed by Foley. The Customer and its drivers must register themselves within the Clearinghouse directly.

Customer will be responsible for maintaining a list of its active drivers within the Foley portal. Customer will provide necessary information to obtain limited query consent (driver name, CDL number and state of issuance, date of birth, e-mail, address, and phone number). Additional charges may apply to the Customer for assisting with disputes of information in the Clearinghouse. If Customer takes adverse action based on a communication from the Clearinghouse, the Customer will be subject to the FCRA's "subsequent disclosure" requirement and shall disclose to the driver a summary containing the nature and substance of the communication upon which the adverse action is based. Foley will not be responsible for the Customer's duty to meet FCRA requirements in this regard.

Return to Duty/SAP/Follow-up testing management is not included in the DAT Clear services. DAT Clear will include assistance with file upload regarding test results and/or reports. The submission of Actual Knowledge or Refusal to Submit violations will require the Customer to submit supporting information to Foley. An incident report form template will be available, or the Customer may supply a reasonable alternative.

Motor Vehicle Report (MVR) Monitoring

The MVR Monitoring program continuously monitors each driver's license activity. This offering is available for CDL, non-CDL FMCSA, and non-regulated drivers. Features and benefits include:

- An initial Motor Vehicle Report on all enrolled drivers
- Live monitoring of each enrolled driver's license for changes
- An updated Motor Vehicle Report when changes are identified
- Access to our electronic Platform to manage your driver list

1. Other Driver Services Terms and Conditions.

Monitoring services may be ordered in accordance with Customer's instructions and in connection with Customer's screening of job applicants, employees and/or other



persons for which Customer has a legally permissible purpose to conduct the screening. Monitoring services offered under this Agreement are limited to those services permitted under applicable state law and subject to state law requirements. In addition to Customer acknowledgement, representations, and agreements set forth in “DQF Maintenance, Other Driver Services Terms and Conditions,” Customer agrees to comply with all Customer obligations for each specific service to which the monitoring pertains. Customer acknowledges that Foley’s monitoring services require that Customer update its employee list within 24 hours for all changes to ensure that monitoring is only performed on current employees. Customer will be responsible for all fees incurred on inaccurate lists. Customer agrees to provide Foley, within a reasonable time, with any additional documentation required in order to complete the monitoring services.

Power Add-ons

Background Checks

Foley provides access to an ordering platform which allows customers to order background screenings for employment purposes. This offering includes CDL (with PSP, CDLIS), non-CDL FMCSA, non-FMCSA DOT, and non-regulated drivers, and other non-regulated employees. The advanced package may be added on for any employee type. Foley’s screening services include, but are not limited, to the following:

- Criminal
 - Verifications (Education, Reference, Employment)
 - Sanction & Database
 - I9 (electronic) & E-Verify
 - Drug Screening
 - Clinical Services
 - Occupational Medicine
 - Fingerprinting
 - Hair Testing
 - Motor Vehicle Records
 - Social Media Screening and Monitoring
 - International Searches
 - Monitoring / Continuous Screening
 - Worker’s Compensation
1. **Platform Use Training, FCRA Compliance Certification, and EEO Compliance.** Foley will provide Customers with training to use its Platform for background checks and related screenings subsequent to Customer certifying its permissible purpose under the FCRA and certifying that proper FCRA disclosures and authorizations have been procured. Customer may not order a background screening or other consumer report from Foley without such a certification. Additionally, it is Customer’s responsibility to use social media screening reports in compliance with applicable EEO laws. Customer acknowledges that in certain



states, employers are prohibited from directly or indirectly requesting email addresses, usernames, or passwords from employees and prospective employees for the purpose of conducting a social media search and understands that search results may be limited by the ability to request such information. Customer agrees to comply with any applicable social media and/or privacy laws restricting the use or request of such information for employment purposes. All Customers and end-users must sign Foley's "Access Security Agreement" to ensure safe and secure use of Foley's Platform and screening ordering system.

2. **Sample FCRA Forms**. Foley can provide Customer sample federal and state documents/forms to assist Customer in preparing FCRA, state, and local required disclosures and authorizations. All provided sample forms and documents are provided to Customer for informational purposes only and shall not be construed as legal advice. Ensuring federal, state, and local FCRA-related forms, documents, disclosures, and authorizations are the sole responsibility of Customer under this Agreement.
3. **Alias/Address History Services**. Foley has obtained limited license rights to provide to its clients certain "nonpublic personal information" ("Alias/Address History Services") as defined in and regulated by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and related state laws (collectively, "GLBA"). Alias/Address History Services include, but are not limited to, data regarding and names that might have been used by the Candidate. Alias/Address History Services do not include consumer credit information or other types of information subject to the permissible purposes set forth in the FCRA. Alias/Address History Services are a component of the nationwide criminal database search and social security trace address locator provided by Foley. Customer acknowledges that Foley will search using only the Candidate's name as provided to Foley by Customer or its Candidate, as applicable, unless Customer orders a package to search Candidate Aliases, in which case, Foley will also search using Candidate aliases in accordance with the package ordered. If Customer obtains Alias/Address History Services from Foley, Customer shall comply with the following requirements and restrictions (which are based on statutory and/or supplier requirements) (i) Customer/End-User will not, directly or indirectly, sell, transfer, disclose the contents of or distribute Alias/Address History Services, in whole or in part, to any third-party (other than to the applicable Applicant), and Customer/End- User shall use the Alias/Address History Services solely as an end-user, for a single, one-time use with respect to a Candidate; (ii) Customer/End-User's sole purpose for requesting Alias/Address History Services will be to verify the accuracy and completeness of information provided to Customer/End-User by the Candidate connection with the transaction pursuant to which the Candidate authorized Customer/End-User to obtain a report regarding the Candidate; (iii) Customer/End- User will limit its use of Alias/Address History Services to the foregoing stated purposes; (iv) Customer/End-User will take appropriate measures so as to protect against the misuse of the Alias/Address History Services; (v) Customer/End-User will not use any information obtained in connection with the Alias/Address History Services, in whole or in part, for the purpose of serving as a factor in determining a Candidate's eligibility for credit, insurance, employment, or any other product, service or transaction not authorized in this paragraph; and (vi) Customer/End-User will not use the information provided in connection with the Alias/Address History Services for any purpose that would violate the Privacy Rule, 16 CFR Part 313, implemented pursuant to the GLBA, or any other provisions of the GLBA or other applicable law, rule, or regulation. For clarification, this Section 7(b) does not restrict Customer/End- User's right to use information in consumer reports (other



than Alias/Address History Services data) for determining a Candidate's employment eligibility in accordance with this Agreement.

4. **Outsourced Providers.** If Customer uses an outsourced human resources provider ("Outsourced Provider") which, for purposes of this Agreement, shall be acting as an authorized agent of Customer in connection with Customer's permissible procurement and use of Foley's Consumer Reports and other services, Customer shall first identify to Foley in writing the identity of the Outsourced Provider and shall require, by written agreement, its Outsourced Provider to comply with all terms of this Agreement applicable to Customer (including, without limitation, compliance and certification of compliance with all Laws with respect to the procurement and use of consumer reports; protection of the confidentiality of Foley's Confidential Information; and prohibition against re-using, transferring (other than to End-User or its Candidate and/or reselling Consumer Reports). Customer agrees that it shall be fully responsible for the actions or inactions of its Outsourced Provider and that any violation by its Outsourced Provider of applicable laws or the terms of this Agreement shall be considered a violation of this Agreement by Customer. Customer authorizes Foley to deal directly with the Outsourced Provider as Customer/End-User's authorized agent, and Customer shall be responsible for ensuring that all necessary consents of Applicants have been obtained to permit Foley to disclose Candidate's consumer report to the Outsourced Provider.

The Outsourced Provider shall perform its services onsite at Customer's place of business. If the Outsourced Provider wishes to perform its services for Customer and/or access or retain consumer reports at the Outsourced Provider's own business premises, Customer shall notify Foley in writing in advance, and Foley shall have the right, at an additional cost to perform for regulatory compliance purposes Foley's standard company credentialing procedures with respect to Outsourced Provider, which may include a brief physical inspection of the Outsourced Provider's business premises. Customer must obtain Foley's advance consent (not to be unreasonably withheld) of any replacement of its Outsourced Provider. Customer acknowledges that, due to statutory and/or contractual obligations and restrictions, some Foley services may not be available through an Outsourced Provider relationship and, of those that are available, some may require additional paperwork from Customer/End-User and/or Outsourced Provider.

5. **I-9 & E-Verify Verification Obligations and Services.** Customer acknowledges that Foley's services do not alleviate Customer of its responsibility for performing in-person verification of its employees' identities, checking photo identification, and completing, verifying, and retaining the employees' Form I-9 and other documentation, each as and to the extent required by applicable Laws. In addition, if Customer obtains Foley's I-9 and/or E-Verify employment eligibility services pursuant to this Agreement, Customer and Foley agree to comply with the following obligations, as applicable based on the service(s) obtained by Customer:
 - a. Customer I-9 Obligations. Customer shall identify and comply with all Laws applicable to Customer in connection with its use of I-9 services.
 - b. Foley I-9 Obligations. If Customer orders the Foley I-9 Solution, Foley will provide Customer an electronic Form I-9 that meets U.S. Citizenship and Immigration



Services (“USCIS”) regulations related to electronic Form I-9 management.

- c. **Customer E-Verify Obligations.** Customer acknowledges that it is End-User’s responsibility to complete all E-Verify Checks in accordance with applicable Laws. Customer shall: (i) identify and comply with all Laws applicable to Customer in connection with its use of E-Verify Checks, (ii) provide Foley with the information requested in the E-Verify Company Profile document provided by Foley for purposes of obtaining a unique E-Verify Program ID number for Customer, (iii) enter into the E-Verify Memorandum of Understanding (“MOU”) with the Department of Homeland Security (“DAT”), and (iv) comply with its obligations under the MOU, including, without limitation, restricting E-Verify Checks to only its employees hired after the effective date of the MOU. Employers acting as federal contractors shall restrict E-Verify Checks to all existing employees or only existing employees assigned to specific federal contracts covered by the Federal Acquisition Regulation (“FAR”) rule. Employers that are already enrolled in E-Verify at the time of a federal contract award but are not enrolled in the system as a federal contractor with the FAR E-Verify Clause must notify Foley and complete an updated E-Verify Company profile document within thirty (30) days after assignment to the federal contract.
 - d. **Foley E-Verify Obligations.** If Customer orders E-Verify Checks, Foley shall enter into the MOU as Customer E-Verify Employer Agent, and Foley shall comply with its obligations under the MOU.
6. **Adverse Action.** At an additional cost, Foley can facilitate Customer with compliance with the adverse action procedures required under the FCRA. This includes transmitting the pre-adverse and post-adverse action letters to Candidates on behalf of the Customer. Customer is solely responsible for the content of all adverse action letters sent by Foley on the Customer’s behalf and by using Foley’s adverse action letter templates, Customer is agreeing to the content of those templates. Foley will accommodate Customer with any customization requests specific to Customer’s needs with regard to the content of adverse action letters. Foley will not and does not make any adverse action decisions on behalf of the Customer.
 7. **Pricing.** Unless otherwise agreed to in the Order Confirmation or this Agreement, pricing for background screening services is dictated per service and charged on a per order basis. In addition, maintenance costs for ongoing monitoring or continuously running programs are charged on a monthly or yearly basis depending on the program.

Occupational Health Services

This offering is available for CDL, non-CDL FMCSA, non-FMCSA DOT, and non-regulated drivers, and other non-regulated employees.

DOT Physicals

1. **DOT Physical Examination.** Foley will coordinate the DOT physical examination by an examiner active in the DOT National Registry to Certificated Medical Examiners in compliance with DOT requirements. DOT Physicals are billed on an individual basis



according to the fee schedule listed in the Order Confirmation.

2. **Reporting of DOT Physical Results.** Reporting of DOT Physical results is provided through Foley Platform. A successful DOT physical will have an accompanying medical certificate for the driver.

Drug Free Workplace

Foley provides the services listed below for a Drug Free Workplace Drug and Alcohol Testing Program (not regulated by the DOT) to assist in Customer's management efforts of such a program. The Drug Free Workplace Drug and Alcohol Testing Program may be a custom program that is designed and created based on relevant information provided by, and needs specific to Customer, as expressed in a Drug Free Workplace Questionnaire sent to and completed by Customer, to aid Customer's compliance with local, state, and federal laws and regulations applicable to Customer, and to meet Customer's non-DOT regulated program needs. The Drug Free Workplace Drug and Alcohol Testing Program is run as a subscription service. This offering includes non-CDL FMCSA and non-regulated drivers, and other non-regulated employees. This offering may be added on for CDL and non-FMCSA CDL drivers. This offering includes DOT-equivalent-mandated tests, such as pre-employment, randoms, post-accident, reasonable suspicion, return-to-duty, and follow-up.

1. Program Administration.

- a. **Drug Free Workplace Program Manual.** This manual is provided by Foley on a non-exclusive, licensed basis and includes templated workflow forms for common processes involved with managing a drug and alcohol testing program, and other materials to assist your program manager.
- b. **Employee Drug and Alcohol Policy.** Foley will provide Customer with an Employee Drug and Alcohol Policy customized for Customer's program needs, as indicated in the Drug Free Workplace Questionnaire ("DFW Questionnaire"). This Policy is provided on a non-exclusive basis. Foley charges a flat fee for Policy creation or review and additional fee per State law addendum needed.
- c. **Collection Site Set Up.** Foley will set Customer up with a drug and alcohol collection site at one of our sites throughout the U.S. In-network/out-of-network will be specified on our collection site locator. On-site collections may be available, if desired, at an additional fee.
- d. **Consulting for Pre-Employment, Return to Duty, Post-Accident & Reasonable-Suspicion Testing.** Pre-employment, return to duty, post-accident and reasonable-suspicion testing consulting will be available from Foley 24/7 via our toll-free support number (1-800-253-5506). Customer will be charged for an additional fee for emergency or after-hour testing.
- e. **HHS Certified Laboratory and Certified Breath Alcohol Testing.** Health and Human Services ("HHS") Certified Laboratory and Certified Breath Alcohol Testing ("BAT") will be coordinated by Foley.

2. Drug and Alcohol Collection and Testing.



- a. **Random Selection Employee Testing and Administration.** Foley will set up a pool of employees for random selection of testing employees, with services that include notification, reporting, and administration for non-DOT regulated employees upon Customer's request and if not prohibited by applicable state and local Law.
 - b. **Drug and Alcohol Specimen Collection.** Set up for drug and alcohol test collection at one or more local collection facilities.
 - c. **Medical Review Officer ("MRO").** A Foley MRO will review all drug tests to eliminate presumed positives due to legitimate prescription drug use. The MRO, not the laboratory, is the final authority for the determination of the presence of illegal drugs in a test.
 - d. **Reporting of Test Results.** Reporting of test results conducted via telephone, email, or the Platform to Customer's designated program manager and/or selected authorized contacts for all drug test results. Test results are also made available to authorized users in the Foley Platform.
 - e. **Additional Services.** Optional services are available at an additional fee for: on-site training, on-site collection (if available), DOT Drug & Alcohol testing programs, and Substance Abuse Professional services.
3. Other Drug Free Workplace Terms and Conditions.

Although Foley provides ongoing support to Customer and ensures the DFW program is run in accordance with Customer's instructions, Foley does not serve as legal counsel, Program Manager, or as a Designated Employer Representative ("DER"). Customer is ultimately responsible for creating and maintaining a policy that is fit for Customer's needs. Foley may be unaware of Customer's membership in certain industries or involvement in certain state or federal programs that cause particular testing requirements or prohibitions to apply to Customer. As such, Foley is not responsible for Customer's selections, errors, or omissions in/from the DFW Questionnaire that may cause the program to violate or otherwise fail to comply with an applicable law or regulation. Foley is not responsible for ensuring that Customer updates its DFW policy as laws change over time. However, upon request, Foley may update Customer's policy at an additional cost.

If Customer selects not to participate in Foley's policy creation or policy review services, any drug or alcohol testing program for Customer will be administered based solely on Customer's submissions in the completed DFW Questionnaire provided to Foley, not Customer's existing policy.