

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement") is effective as of March 2, 2026 (the "Agreement Effective Date") by and between Coal Creek Software, Inc., a Colorado corporation doing business as Verifent ("Verifent") and Weber County, Utah, a State of Utah government entity, (the "Client"). Verifent and Client are each a "Party" and collectively the "Parties." Capitalized terms are defined throughout this Agreement.

The Parties agree as follows:

### **1.0 SERVICE**

By entering into this Agreement, Client hereby authorizes Verifent to provide the service(s) described in a Statement of Work(s) executed by the Parties (the "Services").

### **2.0 TERM**

This Agreement will be effective from the Agreement Effective Date until either Party provides the other Party with at least sixty (60) days advance written notice of termination or there is no longer an active Statement of Work in effect under this Agreement.

### **3.0 VERIFENT OBLIGATIONS**

Verifent agrees that the Service (i) will be provided in compliance with laws and regulations applicable to Verifent's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. **VERIFENT MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED. INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF VERIFENT KNOWS OF SUCH PURPOSE.**

### **4.0 CONFIDENTIALITY**

The Parties agree that the following will be treated as "Confidential Information": (i) all data pertaining to the Services ("Data") provided by or on behalf of the Client to Verifent; (ii) all information provided by Verifent to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either Party; or (iv) business information of a Party which a reasonable person would understand under the circumstances to be confidential. Except as required by applicable law or court order, any Confidential Information acquired or received by either Party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a Party and, as to Verifent, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each Party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The Parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement, unless required by applicable law or court order.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient develops without use of or reference to the Confidential Information. Each Party acknowledges that unauthorized disclosure or use of the Confidential Information by a Party may irreparably damage the other Party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information will give the Data owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each Party hereby waives the posting of a bond with respect to any action for injunctive relief.

This Section will survive the termination of this Agreement.

## **5.0 DATA SECURITY AND PRIVACY**

Verifent shall maintain an information security program that includes appropriate safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

Verifent shall notify Client in writing as soon as possible and without unreasonable delay after Verifent has actual knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. Verifent shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Verifent shall promptly take appropriate action to mitigate such risk or potential problem at Verifent's expense. In the event of an Incident, Verifent shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Client shall and shall ensure that its employees, contractors or agents comply at all times with the following minimum-security requirements:

- (a) Create a unique user account and ensure that user accounts are not shared;
- (b) maintain a password that meets the complexity requirements of the application and ensure that sign-on credentials, including passwords are not shared;
- (c) protect the integrity of each user account;
- (d) ensure user accounts are logged off promptly when interactions with the Verifent website are completed;
- (e) immediately report all suspected or actual security and policy breaches to [support@verifent.com](mailto:support@verifent.com); and
- (f) maintain the confidentiality of Confidential Information provided to or retrieved from the Verifent website.

## **6.0 DATA QUALITY**

Client acknowledges that the ability of Verifent to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for Verifent to provide the Services. Client agrees to provide such Data to Verifent in a Verifent approved format within a mutually agreeable timeframe and to promptly correct and update Data as necessary. Both Parties agree to work together to identify and resolve all Data errors within two (2) of Client's pay periods and in any case within thirty (30) days.

## **7.0 PROPRIETARY RIGHTS**

Neither Party's ownership rights, including but not limited to, any intellectual property rights in or used by Verifent to perform the Solution nor any intellectual property rights in or to Client's Data, will be transferred pursuant to this Agreement. This Section will survive the termination of this Agreement.

## **8.0 INDEMNIFICATION**

Each Party agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their directors, officers, members, and employees (each an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying Party's, or its affiliates', or its directors', officers, members' or employees' (i) breach of Section 5.0 or Section 6.0 of this Agreement, (ii) infringement on the intellectual property rights of third parties or (iii) intentional wrongful act or omission, provided that (a) the Party seeking indemnity promptly notifies the indemnifying Party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the Party providing indemnity selects legal counsel to defend any such claim.

## **9.0 LIMITATION OF LIABILITY**

IN NO EVENT WILL DAMAGES BY EITHER PARTY EXCEED THE LESSER OF FEES PAID BY CLIENT DURING THE PREVIOUS TWELVE (12) MONTHS OR THE SUM OF TWENTY THOUSAND DOLLARS (\$20,000.00). IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10.0 ENTIRE AGREEMENT**

This Agreement, which includes any exhibits attached hereto comprises the entire Agreement between the Parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

## **11.0 FORCE MAJEURE**

Neither Party shall be responsible for any failure or delay in the performance of any obligations to the extent that failure is caused by acts of God, acts of terror, pandemics, flood, fire, labor disputes, acts or omissions of the other Party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such Party's reasonable control.

## **12.0 SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereto will be unaffected as to such jurisdiction and such holding will not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision will not be void but rather will be limited only to the extent required by applicable law and enforced as so limited.

## **13.0 ASSIGNMENT/MODIFICATION**

Neither Party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either Party may assign this Agreement, provided they provide the other Party with thirty (30) days advance written notice. This Agreement is binding upon and inures to the benefit of the Parties hereto, and their permitted successors and assigns. This Agreement may be amended or modified only by the written and signed consent of the Parties.

## **14.0 DISPUTES**

This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to such jurisdiction's conflict of laws principles. An action brought by either Party to interpret or enforce any provision of this Agreement will be brought only in a state or federal court located in Weber County or Salt Lake County, Utah. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue. Verifent may seek injunctive relief in any court of competent jurisdiction. **EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

## **15.0 NOTICES**

Notices will be provided to the respective Party at the following addresses:

For Verifent,

Verifent, Inc.

Attn: Lance Dillard

1312 17<sup>th</sup> St., Suite #536

Denver, CO 80202

For Client,

Weber County, Utah

Attn: Emily Wilde

2380 Washington Blvd. STE 340

Ogden, UT 84401

[lance@verifent.com](mailto:lance@verifent.com)

[ewilde@webercountyutah.gov](mailto:ewilde@webercountyutah.gov)

With a copy to:  
[legal@verifent.com](mailto:legal@verifent.com)

The Parties are executing this Agreement to signify their acceptance of all the provisions herein, to be effective as of the Agreement Effective Date, regardless of the date of actual signature.

**Coal Creek Software, Inc.  
d/b/a Verifent**

By: Lance Dillard

Name: Lance Dillard

Title: CEO

Date: February 9, 2026

**Weber County, Utah**

By: \_\_\_\_\_

Name: Gage Froerer

Title: Chair, Board of County  
Commissioners

Date: \_\_\_\_\_

## **Statement of Work for JobSync**

This Statement of Work for JobSync ("SOW") is effective as of March 2, 2026 ("SOW Effective Date") and is issued by and between Weber County Utah (the "Client") and Coal Creek Software, Inc. d/b/a Verifent ("Verifent"). This SOW is issued pursuant to the terms and conditions of the "Master Services Agreement" dated March 2, 2026. This SOW describes the scope of services to be provided by Verifent which streamlines or automates responses to employment and income verification requests on behalf of Client, otherwise known as the "Service."

The Service is designed to assist Client in responding to requests from commercial, private, non-profit, and governmental entities, who have permissible purpose and appropriate permission to verify a consumer's employment or income ("Authorized Verifier"). Verifent is authorized by Client to provide employment and income verification responses to Authorized Verifiers on behalf of Client.

### **I. TERM**

This Statement of Work for JobSync is effective from the SOW Effective Date and will auto renew annually for up to a maximum term of five (5) years, unless or until either Party provides the other Party with at least sixty (60) days advance written notice of termination.

### **II. Client Interests**

Client provides access to Client approved employment and income information, otherwise known as "Client Data", in a mutually agreed upon format and manner, such that Verifent streamlines or automates responses to employment or income verification requests from requesting Authorized Verifiers.

Verifent does not guarantee the accuracy of Client data. Client acknowledges that accurate information is critical to the success of the Service, and therefore agrees to take measures reasonably necessary to ensure the accuracy of the employment and income information that Verifent is given access to. Additionally, Client agrees to notify Verifent in advance of any and all changes or modifications to Client Data from which Verifent is providing responses. Verifent shall reasonably assure due diligence is taken to protect Client Data in accordance with industry standard practices.

Verifent may use Client's name and logo in routine communications necessary in providing the Service.

Client may need to provide verification of employment or income for its employees to qualify for, but not limited to, home loans, automobile loans, chattel loans, social services programs, confirm immigration status or obtain worker's compensation payments. The Service allows Verifent to provide the necessary verification on a timely basis.

### **III. Authorized Verifier Interests**

Authorized Verifiers may require different types of information and by different methods dependent on the nature of the verification and the relationship established with Verifent. Authorized Verifiers may be commercial verifiers such as mortgage lenders, pre-employment screeners, automobile lenders, property managers, parties to consumer lending and others; social service agencies seeking to qualify an employee for social service assistance; child support agencies providing support for dependent children; immigration

officials needing confirmation of employment; insurers; law enforcement agencies; or other verifiers with a permissible purpose and permission to verify employment or income.

Verifent serves the interests of Client and Authorized Verifiers (i) by providing verifications to relieve Client of the burden of employment and income verification obligations as often as practicable; (ii) by providing verifications where Client's employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether Client's employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by Client's employee in connection with the benefit; (iii) by providing verifications where Client's employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (iv) by providing analytics, modeling or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employee.

#### **IV. Fair Credit Reporting Act**

Verifent is a Consumer Reporting Agency ("CRA"), as defined by the Fair Credit Reporting Act, ("FCRA"). As such, Verifent complies with the FCRA in providing the Service. Client acknowledges that Verifent has the responsibility to maintain the accuracy of Client Data, if applicable, as required under the FCRA, and grants Verifent the authority necessary to fulfill this responsibility.

Client is required to comply with the federal Fair Credit Reporting Act (FCRA), 15 U.S.C 1681-1681y and any applicable state law requirement(s) required of Data Furnishers. A copy of the FCRA requirements for Data Furnishers is provided as Exhibit A-1 – Obligations of Furnisher Under the FCRA, below.

#### **V. Modification of Service Description**

Verifent reserves the right to modify the Service from time to time. If the modification will be a substantial change from this Service Description Overview, Verifent shall provide prior written notice of the change to Client. A substantial change will be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Service, such as a change for upgraded security, is not a substantial change. Client may terminate the Service by written notice to Verifent within thirty (30) days after notice of a substantial change to the Service Description Overview. Such termination will be effective ninety (90) days after notice is provided unless Client provides an earlier or later effective date of termination in the notice of termination. Absence of such termination will constitute Client's agreement to the modified Service Description Overview.

#### **VI. Client Size by Employee Count**

**Size of Client:** 1,477 (Number of active Client employees)

[Signature Page Follows]

The Parties are executing this Statement of Work for JobSync to signify their acceptance of all the provisions herein, to be effective as of the SOW Effective Date, regardless of the date of actual signature.

**Coal Creek Software, Inc.  
d/b/a Verifent**

By: Lance Dillard

Name: Lance Dillard

Title: CEO

Date: February 9, 2026

**Weber County Utah**

By: \_\_\_\_\_

Name: Gage Froerer

Title: Chair, Board of County  
Commissioners

Date: \_\_\_\_\_

## **Exhibit A-1- OBLIGATIONS OF FURNISHER UNDER THE FCRA**

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHER UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau: [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

#### **Accuracy Guidelines**

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), *Section 623(e)*,

#### **General Prohibition on Reporting Inaccurate Information**

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

#### **Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or **more** CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

#### **Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 523(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). *Section 623(0)(8)*.

#### **Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B).*
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D).*
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2).*
- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E),*

#### **Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4).*

#### **Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5).*

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5).*

#### **Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CPA. *Section 623(a)(7).* The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

#### **Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9).* This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

#### **Duties When ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623(a)(6).* If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CFA of the collect information and must thereafter report only complete and accurate information. *Section 623(a)(2).* When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted

from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 5150*).

The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) has more information about the FCRA,

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681.b	Section 617	15 U.S.C. 16810
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 168134
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 168 it
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

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