Veriden Client Services Agreement

Version 2026.11.15. RateMyCoach LLC. Veriden Compliance Administration Services.

This Client Services Agreement (the "Agreement") is between RateMyCoach LLC, a Florida limited liability company ("RMC"), and the organization identified in the Order Form ("Client"). RMC and Client are each a "Party." Client accepts this Agreement in two steps. First, when Client's organization signs up for Veriden, the person signing up accepts this Agreement online on Client's behalf (the "Sign-up Acceptance"). From the moment of the Sign-up Acceptance, this Agreement binds both Parties, for all Client data and all use of the Services, except the Checkout Terms. The "Checkout Terms" are the fees and payment terms (Section 6, Sections 7.4 and 7.5, and Exhibit C), the Term (Section 7.1), and RMC's countersignature period (Section 17.11). Second, the Checkout Terms take effect on the date Client accepts this Agreement either online, when Client starts its Veriden subscription in RMC's hosted checkout, or by signature on the signed copy for a governmental Client (the "Effective Date"). No fee accrues before the Effective Date. Each acceptance binds Client to this version of the Agreement, identified by its version and its document hash. The Term (Section 7.1) and RMC's countersignature period (Section 17.11) start on the Effective Date, not at the Sign-up Acceptance. RMC countersigns within two (2) business days of the Effective Date and sends Client the executed copy, signed by both Parties (Section 17.11). Before the Effective Date, Client may end this Agreement by closing its account, and RMC may end it under Section 7.2; Section 7.3 then applies.

Recitals

A. RMC provides Veriden, a compliance-as-a-service offering running on RMC's proprietary Attestra compliance engine, which helps an organization track its compliance with Level 2 background-screening requirements under chapter 435, Florida Statutes, as applied to Covered Persons by section 943.0438 or the education code, as applicable.

B. Client is, or is establishing itself as, the Screening Authority responsible for the background-screening compliance of the coaches and other Covered Persons affiliated with it.

C. Client wishes to engage RMC for the Services on the terms below.

1. Definitions

1.1 "Cleared to Coach" means a status summary indicating that, based on information available to the platform as of a stated timestamp, the applicable tracked requirements appear to be met. It is a status summary only. It is not a certification. It is not a guarantee of safety. It is not a determination of eligibility.

1.2 "Compliance Administration" means the tracking, reminding, document-flow, reporting, and related administrative services RMC provides. It does not include performing screenings. It does not include determining eligibility. It does not include providing training. It does not include verifying credential authenticity.

1.3 "Screening Result" means the criminal history record information (CHRI) pertaining to a Covered Person and any report, rap sheet, record, image, or detail of or derived from it, in any form. "Screening Result" expressly excludes the binary Eligibility Status defined in Section 1.3a. RMC receives, holds, and processes only the Eligibility Status; RMC does not receive any Screening Result. RMC does not hold any Screening Result. RMC does not process any Screening Result. RMC does not store any Screening Result. RMC does not transmit any Screening Result.

1.3a "Eligibility Status" means the binary cleared or not-cleared (or eligible or not-eligible) indicator, and its effective date, made available by the Screening Authority or the state. The Eligibility Status is the only screening-related data element RMC receives or processes. The Parties agree that the Eligibility Status is an eligibility determination. It is not criminal history record information. It is not criminal justice information. RMC treats it as a status flag. RMC does not derive any underlying record from it. RMC does not infer any underlying record from it. RMC does not reconstruct any underlying record from it. RMC does not store any underlying record from it.

1.4 "Screening Authority" means Client in its capacity as the entity responsible for screening: a qualified entity under section 943.0542 for an independent sanctioning authority, or an employer or specified agency under chapters 435 and 1012 for a school district. Client, not RMC, is the Screening Authority.

1.5 "Covered Persons" means the coaches and other individuals subject to screening under Client's applicable law.

1.6 "Screening Path" means the Care Provider Background Screening Clearinghouse. For a Client on FDLE VECHS when it signs up, it means FDLE VECHS until Client completes its move to the Clearinghouse by its written move date.

1.7 "Active Coach" means a coach Client has marked active in the platform. Client, not RMC, marks each coach active or inactive. Billing meters on Active Coaches (Exhibit C).

1.8 "Attestra" means RMC's proprietary compliance engine through which the Services are provided. Attestra is software; its underlying architecture is RMC confidential information (Section 9).

1.9 "Services" means the Compliance Administration services in Section 3 and the exhibits, provided through Veriden.

1.10 "Shared Responsibility Matrix" or "SRM" means Exhibit A, allocating responsibilities between RMC and Client only. A coach is not a party to this Agreement. A coach is not a party to the SRM. The state is not a party to this Agreement. The state is not a party to the SRM. Client's duties to the state are Client's under the applicable statutes, and RMC's duties are RMC's in its own capacity.

1.11 "Order Form" means the record of Client's subscription: for a Client that subscribes online, the organization's Veriden account (its legal name, address, contacts, and Screening Path as entered at onboarding, and for a Client on FDLE VECHS its season end and written move date) together with the hosted checkout record of the subscription; for a governmental Client, RMC's written quote, Client's purchase order, and the Governmental Addendum.

1.12 "Business day" means Monday through Friday in Eastern Time, excluding only Thanksgiving Day, Christmas Day (December 25) and New Year's Day (January 1). When one of these falls on a Saturday or Sunday, no other day is excluded in its place. Every use of "business day" in this Agreement and in the Governmental Client Addendum has this meaning.

2. Nature of RMC; What RMC Is and Is Not

2.1 RMC is a compliance administrator and software provider. RMC is not a law firm. RMC does not provide legal advice. RMC is not a consumer reporting agency ("CRA") under the Fair Credit Reporting Act. RMC does not assemble consumer reports. RMC does not evaluate consumer reports. RMC does not compile consumer reports. RMC does not furnish consumer reports. RMC does not assemble any criminal-history information. RMC does not evaluate any criminal-history information. RMC does not compile any criminal-history information. RMC does not furnish any criminal-history information. RMC is not a background-screening provider. RMC does not perform any screening. RMC does not perform any fingerprinting. RMC does not initiate any screening. RMC does not initiate any fingerprinting. RMC does not capture any screening. RMC does not capture any fingerprinting. RMC does not submit any screening. RMC does not submit any fingerprinting. RMC does not transmit any screening. RMC does not transmit any fingerprinting. RMC is not a private investigative agency under chapter 493, Florida Statutes. RMC is not a training provider. RMC is not a credentialing authority.

2.2 RMC does not determine eligibility. Eligibility determinations are made by the applicable governmental authority or by Client in its capacity as Screening Authority; in no case by RMC. In providing the Services, RMC receives and processes only the Eligibility Status (the binary indicator defined in Section 1.3a). In this Section, to handle data means to receive, hold, process, store, or transmit it. RMC does not handle any Screening Result. RMC does not handle criminal history record information. RMC does not handle fingerprint data. RMC does not handle biometric data. RMC does not handle any Social Security number. RMC does not handle student-identifying data. RMC does not handle education-record data. This limitation is a material architectural feature of the Services, not merely a policy, and it defines RMC's regulatory posture under this Agreement.

2.3 Scope. The Services are limited to Compliance Administration as defined in Section 1.2, as described in Section 3 and the exhibits, and the clearance items Client elects to surface. RMC does not recognize out-of-state screenings. RMC does not reuse screenings across Screening Paths. RMC does not perform functions outside this scope.

2.4 SafeSport. Where Client elects SafeSport tracking, RMC records the completion status Client provides. RMC does not certify SafeSport compliance. RMC does not administer SafeSport compliance. RMC does not verify SafeSport compliance.

2.5 Monitor and report. RMC monitors screening status and statutory dates and reports them to Client. Client attests and decides, and AHCA determines eligibility through the Clearinghouse. For a Client still moving from FDLE VECHS, Client compares each result to the disqualifying offenses itself until its move is complete. RMC does not screen. RMC does not decide who coaches. RMC

does not adjudicate any person's conduct. RMC does not supervise any coach. RMC does not supervise any minor.

2.6 Child safety. RateMyCoach does not receive, route, review or act on reports of abuse or child-safety concerns. Those go directly to law enforcement or an appropriate authority. Nothing sent to RateMyCoach is a report to any authority, and nothing is treated as one. Where to report a concern is listed at ratemycoach.pro/safety. Nothing in this Agreement changes any person's own duty to report under section 39.201, Florida Statutes, which is immediate and personal. That duty is not delayed by any notice to RMC. It is not delayed by any notice to Client. It is not replaced by any notice to RMC. It is not replaced by any notice to Client.

3. Services

3.1 RMC will provide the Compliance Administration Services described in the exhibits and the Order Form, which include: a compliance self-assessment; onboarding and setup assistance; ongoing compliance management (clock tracking, reminders, document flow, and reporting); status monitoring, under which RMC records the Eligibility Status changes that reach the platform and reports them to Client, including the arrest-notification changes Client receives where Client participates in arrest-notification monitoring (Clearinghouse rap-back synchronization on the Clearinghouse path; AFRNP on the FDLE VECHS path while Client is moving), since the state, not RMC, runs that monitoring; and roster, monthly-report, annual-record, and audit exports that Client produces from platform data as Client's own record, each bearing the Section 1.1 status-summary statement.

3.2 Onboarding is included. There is no separate setup fee. There is no separate integration fee. There is no other upfront charge.

3.3 RMC provides help guides on the platform for using the Services.

4. Client Responsibilities

4.1 Client is the Screening Authority and makes all decisions regarding its coaches, screening, authorization, and policies. Client, not RMC, is the custodian of its Screening Results and statutory records, held in its own custody at its Florida operating address as required by law.

4.2 Client is responsible for the accuracy of what it provides, for keeping its roster current, for marking affiliation changes and active or inactive status promptly, and for reviewing and approving each coach's training and credential records. RMC does not verify the authenticity of documents. RMC does not verify the authenticity of information. Where Client is on the Clearinghouse path, RMC compares Client's roster with the status and dates shown in the Clearinghouse and reports any difference to Client.

4.3 Client acknowledges that Cleared to Coach depends on Client's honest and timely input. Client acknowledges that RMC does not guarantee that any coach is cleared. Client acknowledges that RMC does not guarantee that any coach is safe. Client acknowledges that RMC does not guarantee that any coach is eligible.

4.4 Client is responsible for its own compliance with all applicable laws and should consult its own counsel. RMC's citations and summaries are provided for convenience, and RMC does not give legal advice (Section 2.1).

4.5 Responsibilities are further allocated in the SRM (Exhibit A).

4.6 Client authorizes RMC to communicate directly with Covered Persons for document delivery, reminders, and the coach portal on Client's behalf. A coach who uses the coach portal does so under the portal's terms of use and privacy notice (Exhibit E); RMC has no service agreement with any coach. The portal's terms of use tell a coach that the platform holds only minimal identifiers, status and what the coach signs. They tell a coach that the platform never holds criminal history results. They tell a coach that the platform never holds a Social Security number. They tell a coach that Client decides, AHCA determines eligibility through the Clearinghouse and the platform records and reports status, and that the coach may ask for a copy of what is held or to end the relationship.

4.7 Client's designation of RMC as a status-only user of its Clearinghouse account and, where applicable, as an authorized user under its FDLE VECHS registration, in the manner permitted by FDLE and AHCA, is required for RMC to perform the Services. Client removes that designation on termination. RMC's user requests status-only access and never requests full criminal history access, and Client's administrator will not approve full criminal history access for any RMC user.

4.8 Client will forward to RMC, within one business day of receipt, any eligibility change, arrest notification, or agency notice it receives directly concerning a Covered Person, since RMC learns of such changes only on reconciliation.

4.9 Client is on the Clearinghouse, or records in the platform its season end and a written move date no later than that season end. RMC does not provide the Services to an organization that intends to remain on FDLE VECHS. RMC provides a move guide and tracks the move date and each step; Client makes every entry with FDLE and AHCA. If the move date passes and Client has not moved, RMC tells Client and may terminate on thirty (30) days' written notice under Section 7.2. Certain Services, including Clearinghouse roster synchronization, are available only on the Clearinghouse path.

4.10 Client, not RMC, performs any entry into a state system that Client's Screening Path reserves to the Screening Authority, including initiating a screening and each step of a move from FDLE VECHS to the Clearinghouse. RMC prepares the ready-to-initiate queue and records Client's attestation of the date initiated, and never initiates on Client's behalf (SRM, Exhibit A).

5. Data, Privacy, and Security

5.1 Data RMC holds. RMC holds the categories in Exhibit F (Data Inventory), which include coach name, date of birth (encrypted), address, Clearinghouse and transaction identifiers, training and credential records (type, status, completion and expiration dates, and the link a coach gives to where a certificate is kept; the platform stores no copy of the certificate), acknowledgments, clock and status history, and the client-scoped evidence log. RMC does not hold SSN. RMC does not hold CHRI. RMC does not hold Screening Results. RMC does not hold student data.

5.2 Security. RMC maintains reasonable administrative, technical, and physical safeguards, including encryption of sensitive identifiers under a key-management control, access controls, and audit logging, consistent with the Florida Information Protection Act. Exhibit E summarizes them.

5.3 Breach notification. In the event of a security breach affecting Client data, RMC will notify Client as expeditiously as practicable, and in no event later than ten (10) days after determination of the breach or having reason to believe a breach has occurred, consistent with the third-party-agent timeframe under s. 501.171(2), Florida Statutes, and will cooperate as reasonably necessary. RMC's duty under this Section is strictly limited to notifying Client. RMC will not send breach notices directly to affected individuals on Client's behalf unless a separate, express written agreement so provides. RMC will not send breach notices directly to the Department of Legal Affairs on Client's behalf unless a separate, express written agreement so provides. The Parties acknowledge that Client's own statutory window to notify affected individuals and the Department of Legal Affairs begins upon Client's receipt of RMC's notice.

5.4 Records custodianship. Client remains the custodian of its Screening Results and statutory records. On termination, RMC provides the offboarding package in Section 11 and Exhibit D.

5.5 Coach privacy. RMC maintains a privacy notice for coaches and a process for coach data-subject requests, coordinated with Client where Client is the records custodian (Exhibit E).

5.6 Data roles. Client determines the purposes of processing Covered Person data for Client's compliance; RMC processes it on Client's behalf and maintains a direct notice-and-rights relationship with Covered Persons under Exhibit E. RMC processes only the categories in Exhibit F, the core of which is the Eligibility Status (a binary indicator); RMC is a processor of status indicators and administrative records. RMC is not a consumer reporting agency. RMC does not process consumer reports. RMC does not process criminal-history record information. The processor of Client data is RateMyCoach LLC; Attestra is software, not a processor. Subprocessors are RateMyCoach LLC's and are described in Exhibit E. This Section and Exhibits E and F are the Parties' data-processing terms, and no separate data-processing addendum is required. RMC holds no CHRI. RMC holds no student data. Because of these two facts, no education-records data-sharing addendum applies.

6. Fees and Payment

6.1 From the Effective Date, Client will pay the fees in Exhibit C: a base platform fee plus a per-Active-Coach charge, metered per Exhibit C. Onboarding is included. There is no setup fee. There is no integration fee.

6.2 Governmental screening fees and other third-party costs are Client's responsibility, paid by Client directly to the applicable authority or provider; they are not RMC fees. RMC does not collect any of them. RMC does not mark up any of them. RMC does not process any of them.

6.3 A Client that subscribes online pays monthly in advance by card through RMC's hosted checkout and manages its billing in the hosted billing portal; card details are entered only on the payment processor's hosted pages and never reach RMC. A governmental Client pays by purchase

order and invoice, net thirty (30) days, as stated in the Governmental Addendum. Fees are exclusive of applicable taxes; a tax-exempt Client provides its exemption certificate. Fees paid are non-refundable except as required by law.

7. Term, Termination, and Suspension

7.1 Term. The term of this Agreement (the "Term") begins on the Effective Date, not at the Sign-up Acceptance, and continues for an initial term of twelve (12) months, billed monthly and year-round, and renews automatically for successive twelve-month terms until terminated under Section 7.2. A governmental Client's term is stated in the Governmental Addendum.

7.2 Termination. Either Party may terminate for material breach not cured within thirty (30) days of written notice. A Client that pays by card pays monthly in advance and may cancel at any time, in the hosted billing portal or by writing to RMC; cancellation takes effect at the end of the billing month already paid, no further fees accrue, and the current month is not refunded. RMC may terminate for convenience on thirty (30) days' written notice. A governmental Client's termination rights are stated in the Governmental Addendum.

7.3 Effect. On termination, RMC provides the offboarding package and disposes of Client data per Section 11.

7.4 Suspension and termination for non-payment. If a card payment fails, the payment processor retries it and notifies Client. If payment is still not collected after the retries, RMC suspends the Services. If the balance is still unpaid ninety (90) days after the suspension, RMC terminates this Agreement for non-payment and offboards Client under Section 11 and Exhibit D; the unpaid balance remains owed after termination. An organization that signs up again, as the same organization or with the same billing customer, cannot use the platform until any past-due balance is paid. During a suspension for non-payment, monitoring and reminders cease; Client's statutory obligations continue unaffected and Client is solely responsible for them. RMC does not delete Client data during the suspension; it follows Section 11 only on termination.

7.5 Late payment. Any amount not paid when due bears simple interest of one percent (1%) per month on the unpaid balance, not compounded. Interest accrues daily, prorated by day, starting on the thirtieth (30th) day after the due date: one percent (1%) for each full month of accrual, and for a part of a month, its share by day of that month. Days are counted by the date in Florida. It keeps accruing during a suspension and remains owed after termination. Interest is part of the past-due balance in Section 7.4, including the balance that must be paid before an organization that signs up again can use the platform. Client repays any dispute fee the payment processor charges RMC, unless the dispute is decided in Client's favor.

8. Service Availability

8.1 RMC will use commercially reasonable efforts to make the platform available; availability is bounded by RMC's underlying infrastructure providers and is described generically in Exhibit B. Support is provided by monitored email. Exhibit B states the tiered initial-response targets, which are commitments to make an initial response (acknowledgment), not to resolve; there is no

resolution-time commitment. Business days and hours are 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding Thanksgiving Day, Christmas Day and New Year's Day. RMC assigns the priority tier per Exhibit B's definitions.

8.2 Scheduled maintenance and events outside RMC's reasonable control are excluded.

9. Confidentiality; RMC Proprietary Architecture

9.1 Each Party will protect the other's confidential information and use it only to perform this Agreement.

9.2 RMC proprietary architecture. The infrastructure, tools, and architecture underlying Attestra are RMC trade secrets. RMC does not identify its infrastructure providers in public material. RMC does not identify its infrastructure providers in marketing material. RMC will identify its subprocessors to Client on request under the confidentiality obligations of this Section, and will make available under a nondisclosure agreement any third-party attestation or penetration-test summary it holds. RMC may provide security assurances through third-party attestations as they become available.

10. Warranties and Disclaimers

10.1 Limited warranty. RMC warrants it will perform the Services in a professional and workmanlike manner.

10.2 Disclaimer. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES AND THE PLATFORM ARE PROVIDED "AS IS." RMC DOES NOT WARRANT THAT ANY COACH IS CLEARED. RMC DOES NOT WARRANT THAT ANY COACH IS SAFE. RMC DOES NOT WARRANT THAT ANY COACH IS ELIGIBLE. RMC DOES NOT WARRANT THAT ANY COACH IS FIT. RMC DOES NOT WARRANT ANY OUTCOME. RMC DOES NOT WARRANT THE ACCURACY OF INFORMATION CLIENT PROVIDES. RMC DOES NOT GUARANTEE COMPLIANCE WITH ANY LAW. RMC DOES NOT GUARANTEE THE SAFETY OF ANY MINOR. RMC DOES NOT GUARANTEE THE SAFETY OF ANY OTHER PERSON. CLEARED TO COACH IS A STATUS SUMMARY ONLY. IT IS NOT A CERTIFICATION. IT IS NOT A GUARANTEE OF SAFETY. RMC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. Offboarding and Data Return

11.1 On termination, RMC generates and delivers to Client an offboarding package containing Client's current and historical compliance status data, clock and document-flow history, monthly reports, a client-scoped extract of the evidence log, and a final audit assembly, in portable formats (Exhibit D). The package contains no CHRI. It contains no student data.

11.2 RMC retains its own evidence log of actions taken in performing the Services, containing identifiers and status records, for seven (7) years after termination as its record of its own conduct,

and thereafter disposes of it. The log contains no CHRI. It contains no Screening Results. It contains no document bodies. It contains no student data. The seven-year period aligns with and exceeds the five-year limitation for written-contract claims under s. 95.11, Florida Statutes, allowing a safety margin for tolling and processing delay. Litigation hold (this rule supersedes any retention or disposal schedule): upon the filing of a lawsuit, the receipt of a preservation demand, or a credible threat of a claim, RMC immediately suspends all automated purging and disposal of the potentially relevant records and preserves them until the matter and any appeals are resolved and the hold is released. Following delivery of the offboarding package, RMC disposes of Client's other operational data within ninety (90) days, subject to the same litigation hold, retaining only what is required to evidence delivery and any records required by law.

12. Limitation of Liability

12.1 Excluded damages. Neither Party is liable for indirect damages. Neither Party is liable for incidental damages. Neither Party is liable for special damages. Neither Party is liable for consequential damages. Neither Party is liable for punitive damages. Neither Party is liable for lost profits. Each of these exclusions applies even if the Party was advised of the possibility.

12.2 Cap. Except for Section 12.3, each Party's aggregate liability will not exceed the greater of (a) the fees paid by Client to RMC in the twelve (12) months preceding the event giving rise to the claim, or (b) one thousand U.S. dollars ($1,000).

12.3 Exceptions. The cap does not apply to indemnification under Section 13. The cap does not apply to breach of confidentiality. The cap does not apply to gross negligence. The cap does not apply to willful misconduct. Each of these exceptions applies to the extent not limited by law.

13. Indemnification

13.1 By Client (non-governmental). Client will indemnify RMC against third-party claims arising from Client's decisions, attestations, roster accuracy, authorization of coaches, or its compliance with or violation of applicable law, except to the extent caused by RMC's breach, negligence, or willful misconduct. This Section does not apply to a governmental Client; see Section 13.3 and the Governmental Addendum.

13.2 By RMC. RMC will indemnify Client against third-party claims arising from RMC's breach, its violation of applicable law, or its gross negligence or willful misconduct.

13.3 Governmental Clients. A governmental Client does not provide the indemnification in Section 13.1. A Florida school district or other governmental entity is subject to s. 768.28, Florida Statutes, which is a limited waiver of sovereign immunity capping tort liability at $200,000 per person and $300,000 per incident, excludes punitive damages and pre-judgment interest, and shields employees from personal liability for negligence absent bad faith or malicious purpose. The Parties will execute the Governmental Addendum, which removes the standard indemnification demand and states that the governmental Client's liability is limited to negligence within the scope of its operations as defined by s. 768.28.

14. Insurance

14.1 Coverage. RMC will maintain, at its own expense, technology errors-and-omissions (professional liability) insurance and cyber liability insurance, each with limits of not less than one million dollars ($1,000,000) per claim and in the aggregate.

14.2 Certificate. RMC will provide a certificate of insurance on request.

14.3 Governmental Clients. Where a governmental Client requires it and RMC's insurer permits it by endorsement, RMC will name Client as an additional insured and provide a waiver of subrogation. If RMC's insurer does not permit either, RMC will tell Client in writing before Client signs, and Client may decline to proceed.

15. Compliance with Law; Public Records

15.1 Each Party will comply with laws applicable to its performance.

15.2 Public records. For a governmental Client, RMC, as a contractor under s. 119.0701, Florida Statutes, will: keep and maintain public records required to perform the Services; provide public access at the cost limits in chapter 119; protect confidential and exempt records from disclosure; upon completion of the contract, transfer or maintain the records as directed by the agency, and destroy any confidential or exempt duplicates upon transfer; and provide electronically stored public records in a compatible format on request. The contact notice required by s. 119.0701(2)(a), in 14-point boldface type, naming the agency custodian of public records, is set out in Section 3.2 of the Governmental Addendum and is part of this Agreement for a governmental Client.

15.3 Scope of public records (minimal-footprint construction). "Public records relating to this contract" is strictly construed to include only records made or received by RMC while acting on behalf of the agency to perform the Services. It excludes RMC's internal corporate documents, general business operations, and preliminary drafts and work products. Compliance with this Section does not waive any RMC trade-secret exemption, including for security and architecture information. Compliance with this Section does not waive any RMC legal privilege, including for security and architecture information. Client will treat security and architecture information as confidential and exempt to the extent any exemption applies, including the trade-secret and cybersecurity exemptions in chapters 119 and 815, Florida Statutes.

16. Intellectual Property

16.1 RMC owns the platform, Attestra, and all related intellectual property, and grants Client a limited, non-exclusive, non-transferable right to use the Services from the Sign-up Acceptance until this Agreement terminates. Client owns its own data; Covered Person data is Client's data as between the Parties, subject to Section 5.6 and Exhibit E.

17. General

17.1 Independent contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership between them. Nothing in this Agreement creates a joint venture between them. Nothing in this Agreement creates an agency relationship between them. Nothing in this Agreement creates a fiduciary relationship between them. Nothing in this Agreement creates an employment relationship between them. Neither Party may bind the other. Neither Party may make any commitment on the other's behalf. RMC's status as an authorized user on Client's state accounts (Section 4.7) and its communications with Covered Persons on Client's behalf (Section 4.6) do not make RMC Client's agent for any other purpose.

17.2 Governing law. Florida law governs, without regard to conflicts of law. Exclusive venue lies in Osceola County, Florida: state actions in the Ninth Judicial Circuit Court in and for Osceola County, and federal actions in the United States District Court for the Middle District of Florida, Orlando Division. The Governmental Addendum sets venue for a governmental Client.

17.3 Assignment. Neither Party may assign this Agreement without the other's written consent, except to a successor in interest to all or substantially all of the assigning Party's related business.

17.4 Notices. Notices are in writing to the addresses in the Order Form. Notice to RMC by email goes to support@ratemycoach.pro.

17.5 Force majeure. Neither Party is liable for a delay in performance caused by events beyond its reasonable control. Neither Party is liable for a failure to perform caused by events beyond its reasonable control. Those events include natural disaster, severe weather, epidemic, war, terrorism, civil unrest, labor action, governmental action, or the failure of utilities, telecommunications, or infrastructure providers, or the unavailability of a state system. The affected Party will give prompt notice and resume performance as soon as practicable. This Section does not excuse Client's payment obligations. This Section never suspends Client's own statutory obligations, which continue during any such event.

17.6 Entire agreement. This Agreement, its exhibits, the Order Form, and for a governmental Client the Governmental Addendum, are the entire agreement between the Parties for the Services and supersede all prior proposals and understandings. Amendments must be in writing and signed by both Parties. RMC may publish a later version of this Agreement, which applies to Client only when Client accepts it.

17.7 Severability. If any provision of this Agreement is held invalid or unenforceable, it is enforced to the maximum extent permitted and reformed only as far as necessary to make it enforceable, and the remaining provisions continue in full force. Sections 1.3, 1.3a, 2, 10.2, and 12 are fundamental to this Agreement and are given effect to the fullest extent the law allows.

17.8 Regulatory change. If a change in FDLE, AHCA, or FBI policy, the VECHS User Agreement, or applicable law makes any element of the Services impermissible in RMC's reasonable judgment, RMC may modify or suspend that element on written notice, and the Parties will cooperate on a lawful alternative; fees are adjusted equitably. During a suspension under this Section, monitoring and reminders cease; Client's statutory obligations continue unaffected and Client is solely

responsible for them. RMC does not delete Client data during the suspension; it follows Section 11 only on termination.

17.9 Dispute resolution. The Parties will first attempt to resolve any dispute by good-faith negotiation, then by mediation, and then by litigation in the exclusive venue in Section 17.2.

17.10 Governing language. This Agreement is written in English, and the English version controls. Any translation is for convenience only.

17.11 Acceptance, countersignature and counterparts. Client's online acceptance, at sign-up and in RMC's hosted checkout, is Client's electronic signature and has the same effect as a handwritten signature under the Florida Electronic Signature Act and the Uniform Electronic Transaction Act. For each acceptance RMC records who accepted, when, and the version and document hash accepted. The Sign-up Acceptance binds this Agreement from that moment, except the Checkout Terms, which are effective on the Effective Date (Client's acceptance in RMC's hosted checkout, or, for a governmental Client, its signed copy). RMC countersigns within two (2) business days of the Effective Date, or, for a governmental Client, of recording Client's signed copy, and sends Client the executed copy, signed by both Parties, as a PDF. A Sign-up Acceptance alone does not start the countersignature period. RMC's countersignature does not change the Effective Date. A signed copy may be executed in counterparts and delivered as a PDF.

17.12 Survival. Sections 5, 9, 10.2, 11, 12, 13, 15, and 17 survive termination.

Exhibit A: Shared Responsibility Matrix

The SRM allocates responsibilities between RMC and Client only. Owner is the Party accountable for the item. Where RMC assists but does not own, the Notes say what RMC does. RMC monitors and reports; Client attests and decides; AHCA determines eligibility through the Clearinghouse.

Account and setup

Responsibility	Owner	Frequency	Notes
Be the Screening Authority and hold the ORI	Client	One-time	RMC assists an independent sanctioning authority to stand up; a district already holds it
Be on the Clearinghouse, or record a season end and a written move date from FDLE VECHS	Client	At onboarding	Veriden supports the Clearinghouse only. An organization still on FDLE VECHS must complete its move by its written move date (Section 4.9).
Provide the move guide from FDLE VECHS to the Clearinghouse	RMC	Until the move is complete	The steps in order, the pros and cons of each path, where costs rise and fall, and who carries the risk of a missed disqualifying offense
Make each move step with FDLE and AHCA, including new prints for every current coach	Client	Per step	RMC never makes an entry with the state

Responsibility	Owner	Frequency	Notes
Track the move date and each step, and adjust the Services when the move is complete	RMC	Until the move is complete	Shown to Client and in RMC's operator dashboard
Add RMC as a status-only authorized user	Client	One-time	RMC never gets result access. RMC never requests full criminal history access. RMC users never open a rap sheet, even where the Clearinghouse shows one. RMC users never open an arrest notice, even where the Clearinghouse shows one.
Designate the user administrator and LASO	Client	One-time	RMC records it
Route result notifications to Client's own address	Client	One-time	Results go to Client, never to RMC
Answer FDLE correspondence and audits	Client	On receipt	RMC does not answer for Client
Retake LASO training	Client	Yearly	Client's own duty; RMC does not track it
Renew the VECHS User Agreement	Client	Every five years	Client's own duty; RMC does not track it
Keep the Dissemination Log	Client	Ongoing	Client custody; RMC never holds it
Send FDLE an Account Update Form when contacts change	Client	On change	Client's own duty; RMC does not send it

Screening

Responsibility	Owner	Frequency	Notes
Arrange fingerprint capture	Client	Per screening	Through a Livescan provider of Client's choice; Client and coaches pay providers directly; never RMC
Act on the eligibility AHCA determines in the Clearinghouse	Client	Per screening	AHCA determines eligibility through the Clearinghouse; RMC never does
Initiate the screening	Client	Per coach	RMC prepares the ready-to-initiate queue and records Client's attestation of the date initiated; RMC never initiates. RMC never sees a result.
Do not authorize a coach until screening is complete	Client	Per coach	RMC shows the not-yet-cleared state
Rescreen every five years	Client	Every five years	RMC tracks and prompts

Responsibility	Owner	Frequency	Notes
Decide any exemption under section 435.07, Florida Statutes, and any Level 1 path under section 943.0438(2)(a)3.b, and keep the record	Client	Per person	RMC never decides an exemption. RMC never decides a Level 1 path. RMC records only what Client attests.
Flag a Clearinghouse exception for a person found Not Eligible and ask Client to attest the basis	RMC	On each check	RMC records only that it exists, the date found, the basis attested and the attestation date
Attest the basis of each Clearinghouse exception	Client	Per exception	An exemption or a Level 1 path, and the date

Documents and records

Responsibility	Owner	Frequency	Notes
Prepare and deliver the required documents for signature	RMC	Per coach	RMC prepares the package with the forms filled in and sends it to the coach; the coach returns the signed set to Client. RMC never receives it. RMC never holds it.
Obtain each coach's signature on the documents	Client	Per coach	Client records the signed date in the platform.
Check the Privacy Policy affirmation in the Clearinghouse	Client	Per coach	Only after the coach has signed the Privacy Policy
File the signed record with the results, inside Florida	Client	Per coach	RMC never holds the filed record
Retain results, notices and the waiver for the statutory periods	Client	Ongoing	Client custody

Monitoring and clocks

Responsibility	Owner	Frequency	Notes
Populate and confirm the initial roster	Client	At onboarding	Client owns the data and attests to it; the platform maps the import
Maintain the roster and mark coaches active or inactive	Client	Ongoing	Self-service; logged to the user who acted
Report affiliation changes to the state	Client	Within the required window	RMC prompts and tracks the clock; Client submits
Forward any state notice received directly to RMC	Client	Within one business day	Section 4.8

Responsibility	Owner	Frequency	Notes
Reconcile Eligibility Status from the state record	RMC	On a recorded cadence	Status only, read only
Compute clocks and the Cleared to Coach status	RMC	Continuous	Status summary only
Update the status when an Eligibility Status change reaches the platform, and notify Client	RMC	On reconciliation	The notice to the coach is Client's, prepared for Client's approval
Issue the disqualification notice	Client	Within the statutory period	RMC prepares it and tracks the clock

Credentials and training

Responsibility	Owner	Frequency	Notes
Populate the training the applicable statutes require for each coach	RMC	Per coach	From the statutes that apply on Client's Screening Path; RMC provides no training
Track completion status and expiration in the platform, where Client can see it	RMC	Continuous	Status and dates only
Review and approve each coach's training and credential records	Client	Per record	RMC does not verify authenticity
Require any training or credential beyond the statutes	Client	Per policy	Client's own policy; RMC tracks it as Client sets it

Data, security and safety

Responsibility	Owner	Frequency	Notes
Hold criminal history results	Client	Ongoing	With the state, under the statutes; RMC never
Hold student data	Client	Ongoing	Where Client is a school or district; RMC never
Secure the identifiers RMC holds	RMC	Ongoing	Exhibits E and F
Breach notification for RMC's systems	RMC	On incident	Section 5.3

Responsibility	Owner	Frequency	Notes
Child-safety concerns	Client	Always	Client's people report directly to law enforcement or an appropriate authority; each person's own duty under section 39.201, Florida Statutes, is personal. RateMyCoach does not receive, route, review or act on reports of abuse or child-safety concerns. Those go directly to law enforcement or an appropriate authority. Nothing sent to RateMyCoach is a report to any authority, and nothing is treated as one.

Known limitation: Cleared to Coach is only as accurate as Client's input, including the roster it keeps current, the departures it marks, and its review of training and credential records.

Exhibit B: Service Availability and Support

Availability. RMC uses commercially reasonable efforts to keep the platform available. Availability is bounded by RMC's infrastructure providers; RMC does not promise uptime beyond what those providers deliver. Scheduled maintenance and events outside RMC's reasonable control are excluded.

Support. By email to support@ratemycoach.pro. Business hours are 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding Thanksgiving Day, Christmas Day and New Year's Day. Targets are for an initial response (acknowledgment), never for resolution. RMC assigns the tier.

Tier	Definition	Initial response target
Top	Monitoring or reporting is impaired	Same business day if received before 2:00 PM ET; otherwise by 11:00 AM ET the next business day
High	A feature Client relies on is not working, with a workaround	1 business day
Medium	A question or a problem with limited effect	3 business days
Low	A request or suggestion	5 business days

There is no safety-incident support tier, because RMC does not respond to real-world safety incidents (Section 2.6).

Exhibit C: Fees

- Base platform fee: $250 per month.

- Per Active Coach: $10 per Active Coach per month. Linear, with no tiers.
- Metering: the per-coach quantity equals the number of coaches Client has marked active. Before Client confirms a change to a coach's active or inactive status, the platform shows its effect on billing; on confirmation the quantity updates and the payment processor prorates mid-period changes. RMC never decides who is active.
- Billing: monthly in advance, year-round, including any off-season, for a Client that subscribes online; invoices, receipts and the card on file are managed in the hosted billing portal.
- Governmental Clients: priced by written quote as an annual not-to-exceed amount, with the per-coach-per-season component reconciled within it, and invoiced against a purchase order (Governmental Addendum).
- Onboarding is included. No setup fee. No integration fee. No other upfront fee.
- Veriden's only fee is its own. Client and its coaches pay for state screening and fingerprinting directly with those providers; RMC does not collect any of it. RMC does not mark up any of it. RMC does not process any of it. No such cost appears on an RMC invoice.
- Cancellation: a Client that pays by card may cancel at any time; cancellation takes effect at the end of the billing month already paid, no further fees accrue, and the current month is not refunded (Section 7.2).
- Failed payment: the payment processor retries and notifies Client. After failed retries the Services are suspended under Section 7.4: monitoring and reminders pause, Client's statutory obligations continue and remain Client's responsibility, and no data is deleted during the suspension. If the balance is still unpaid ninety (90) days after the suspension, the account is terminated for non-payment and offboarded under Section 11 and Exhibit D, and the unpaid balance remains owed. An organization that signs up again, as the same organization or with the same billing customer, cannot use the platform until any past-due balance is paid.
- Late payment: any amount not paid when due bears simple interest of one percent (1%) per month on the unpaid balance, not compounded. Interest accrues daily, prorated by day, starting on the thirtieth (30th) day after the due date: one percent (1%) for each full month of accrual, and for a part of a month, its share by day of that month. Days are counted by the date in Florida. It keeps accruing during a suspension and remains owed after termination. Interest is part of the past-due balance in Section 7.4, including the balance that must be paid before an organization that signs up again can use the platform (Section 7.5).
- Dispute fees: Client repays any dispute fee the payment processor charges RMC, unless the dispute is decided in Client's favor (Section 7.5).

Exhibit D: Offboarding Package

Delivered within thirty (30) days after the effective date of termination, through a secure, expiring, access-controlled download, in portable formats (PDF for reading; CSV or JSON for data):

- The current roster and Cleared to Coach status for every coach, and the state of each tracked layer, as of the exit date.
- Each coach's clock history and Eligibility Status history (status and dates only, never results).

- Document-flow history: for every applicant package, when it was prepared, sent and downloaded, the form revision of each document in it, and the signed date Client recorded; never a document body.
- Every monthly report and annual record produced during the engagement.
- A client-scoped extract of the evidence log: who did what, and when.
- A final audit assembly as of the exit date.
- A plain-language cover summary of what the package contains and what Client is now solely responsible for.

The package contains no CHRI. It contains no Screening Results. It contains no student data. It contains no document bodies. Before deletion, Client removes RMC's authorized-user designation from its state accounts and confirms it (Section 4.7). RMC then disposes of Client's operational data under Section 11.2.

Exhibit E: Data Processing, Coach Privacy, and Subprocessors

Processing. RMC processes Covered Person data only to provide the Services to Client, under Section 5.6 and this Agreement as Client's instructions. RMC does not sell data. RMC does not use it for advertising. RMC does not disclose a coach's information to a third party on its own initiative. Each organization sees only its own affiliation with a coach. Personnel with access are bound by confidentiality.

Security measures. Field-level encryption of date of birth and coach contact email under a key held outside the database; multi-factor authentication for organization users; role- and scope-based access enforced in the database; a separately secured operator access path; an append-only evidence log with a recurring integrity check; a prepared applicant package held only until the coach downloads it or its link expires, and no signed document ever received; card data handled only on the payment processor's hosted pages.

Coach privacy and rights. Coaches receive the coach portal's terms of use and privacy notice in the portal before they use it; RMC has no service agreement with any coach (Section 4.6). A coach may ask for access to, correction of, or deletion of what RMC holds. RMC fulfills requests about the identifiers and status it holds and routes requests about statutory records to Client, the records custodian; deletion is limited where Client must retain records by law, and the coach is told why. Matching a coach's record across organizations happens only if the coach turns it on.

Subprocessors. RMC uses subprocessors in these categories: cloud hosting, database and file storage; transactional email delivery; payment processing (hosted checkout and billing portal); application error monitoring, limited to allowlisted technical fields; and network security for operator access. Data is hosted in the United States. RMC identifies its subprocessors by name to Client on request under Section 9.2.

Exhibit F: Data Inventory

What RMC holds:

Category	Data
Organization	Legal name, addresses, contacts (name, email, phone), notification and state-notice addresses, Screening Path and its change history, for a Client on FDLE VECHS its season end, written move date and the date each move step was done, organization identifiers (ORI and similar), settings, adopted policy dates, and for a governmental Client the public-records custodian contact
Organization users	Email, display name, role and scope, multi-factor records (authenticator enrollment and hashed recovery codes), sessions and devices
Coaches	Full name, date of birth (encrypted), address, contact email (encrypted), Clearinghouse person identifier, a keyed identity index used only for matching the coach has turned on, and the coach's consents and terms acceptance
Affiliation and roster	Role, classification, active or inactive status, start, separation and season dates; for a Level 1 supervised position, the basis (under 18, or referee), the supervising coach, and the Level 1 screening and registry search dates; the date Client's head granted an exemption; for a Clearinghouse exception, that it exists, the date found, the basis Client attested and the attestation date. For a Level 1 supervised position, RMC never holds a name. For a Level 1 supervised position, RMC never holds a result.
Screening status	Screening Path, OCA or case number, transaction control number, Eligibility Status and its source and date, initiation, fingerprinting and completion dates, retained-print expiration
Credentials	Training and credential type, status, completion and expiration dates, review and approval dates, and the link the coach gives to where the certificate is kept; the platform stores no copy of the certificate
Documents	For each applicant package: the documents in it and their form revisions, when it was prepared, sent and downloaded, and the signed date Client records. The prepared package is deleted when the coach downloads it or its link expires; RMC never receives a signed document. RMC never holds a signed document.
Activity	Acknowledgments, clocks and deadlines, notices, emails sent, exports produced, and the evidence log
Billing	Payment processor customer and subscription identifiers, the Active Coach count, purchase-order reference and terms, any past-due balance with its due date, the interest accrued on it, and any dispute fee the payment processor charged RMC and how the dispute was decided; never card data
Agreement	Each acceptance of this Agreement (the Sign-up Acceptance, and the acceptance in hosted checkout or the signed copy): who accepted, when, the version and its document hash; RMC's countersignature (who, when) and the document hash of the executed copy

What RMC never holds: RMC never holds Social Security numbers. RMC never holds criminal history record information. RMC never holds Screening Results. RMC never holds fingerprints. RMC never holds other biometric data. RMC never holds payment card data. RMC never holds student records. RMC never holds education records. RMC never holds identifiers of any person under 18.

Signatures

For online acceptance, Client's Sign-up Acceptance binds this Agreement except the Checkout Terms, Client's acceptance in RMC's hosted checkout is its signature to the whole Agreement, including the Checkout Terms, and RMC countersigns within two (2) business days of that acceptance and sends Client the executed copy (Section 17.11). For a signed copy:

RateMyCoach LLC

Printed name and title: Kelsey Morris, Managing Member

Signature: _____ Date: _____

Client business name: _____

Printed name and title: _____

Signature: _____ Date: _____