MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES
AND
Tickengo, Incorporated,
REGARDING CERTIFICATION AND OVERSIGHT OF
TRANSPORTATION NETWORK DRIVERS

The Parties to the Memorandum of Understanding ("Memorandum") are the Commonwealth of Massachusetts, Department of Public Utilities ("Department"), 1 South Station, 5th Floor, Boston, Massachusetts 02110, acting by and through its Chairman, Angela M. O'Connor, and Tickengo, Incorporated ("Company"), a Delaware corporation, with offices at 795 Folsom St., San Francisco, CA 94107 acting by and through Geoffroy Mathieux, CEO

WHEREAS, on August 5, 2016, the Governor of the Commonwealth of Massachusetts (the "Commonwealth") signed into law An Act Regulating Transportation Network Companies ("Act") (Chapter 187 of the Acts of 2016);

WHEREAS, Tickengo, Incorporated is a Transportation Network Company ("TNC") operating in the Commonwealth;

WHEREAS, the Act establishes within the Department of Public Utilities a Division overseeing TNCs in the Commonwealth with authority to implement, administer, and enforce the Act, and requires the Division to promulgate regulations implementing the Act within one year after the effective date of the Act;

WHEREAS, the Act allows TNCs and TNC drivers to continue to operate during the Act's implementation;

WHEREAS, both Tickengo, Incorporated and the Division support the Act's goals of protecting public safety and promoting innovation and economic growth;

WHEREAS, in furtherance of these goals, the Division and Tickengo, Incorporated believe an agreement is needed in the interim to govern background checks until the Division completes its rulemaking process;

Now, therefore, in consideration of mutual covenants herein contained and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Memorandum, the following definitions shall apply:

   (a) "Background Check Clearance Certificate" means the verification issued by the Division that a driver or driver applicant received a positive determination of suitability as set forth in Section 5.

(b) "Background Information" means (1) Criminal Offender Record Information ("CORI") regulated by the Department of Criminal Justice Information Services ("DCJIS"), (2) Sex Offender Registry Information ("SORI"), and (3) Registry of Motor Vehicles ("RMV") vehicle records and driver history information.

(c) "Cruising" means the driving of a vehicle on the streets, alleys or public places of motorized travel in search of or soliciting hails from a person in the street.

(d) "Division" means the Division of Transportation Network Companies established by the Department to monitor and oversee TNCs operating within the Commonwealth.

(e) "Digital Network" means any online-enabled application, software, website or system offered or utilized by a TNC that enables pre-arranged rides with Company drivers.

(f) "Pre-arranged ride" means the period of time that begins when a Company driver accepts a requested ride through a digital network, continues while the driver transports the Company rider, and ends when the rider safely departs from the vehicle. For purposes of this MOU only, a driver accepts a pre-arranged ride at the moment the driver begins his or her route to pick up a rider.

(g) "Transportation Network Company" or "TNC" means a corporation, partnership, sole proprietorship or other entity that uses a digital network to connect riders to pre-arrange and provide transportation.

(h) "Transportation Network Services" means the offering or providing of Pre-arranged rides for compensation or on a promotional basis to riders or prospective riders through the TNC's digital network, covering the period beginning when a Company driver is logged onto the TNC's digital network and is available to receive a pre-arranged ride or while in the course of providing a pre-arranged ride.

2. Preliminary Requirements.

(a) A Company driver shall not provide Transportation Network Services to a rider unless the ride has been pre-arranged.

(b) A driver who solicits, accepts, arranges or provides Transportation Network Services in any other manner, including through street hails, cruising or street solicitations, shall be deemed to have committed a civil motor vehicle infraction, as defined in G.L. c. 90C, §1. State or local law enforcement officials may issue a citation for any such violation in the manner provided for in said G.L. c. 90C to the Company driver and may assess a fine of $500.

(c) A Company driver must:

i. Be at least 21 years of age;

ii. Have access to a vehicle that has been registered in the Commonwealth and inspected pursuant to G.L. c. 90, § 7A, and regulations promulgated

thereunder; or have access to a vehicle which has been registered in another state that complies with the inspection requirement of the state where the vehicle is registered; and

iii. Receive a positive suitability determination as set forth in Section 5 herein.

3. Company Background Check.

(a) The Company or its third-party designee shall conduct a nationwide background check on every Company driver, which shall include a review of:

i. A multi-state/multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation (primary source search);

ii. U.S. Department of Justice National Sex Offender Public Website; and

iii. A check of relevant motor vehicle records.

(b) If, after completing the Company Background Check set forth in Section 3(a), the Company learns that any of the Disqualifying Conditions listed in **Exhibit A—Disqualifying Conditions** apply to the Company driver then the Company shall disqualify the Company driver from providing Transportation Network Services, provided that nothing in this Section requires the Company, or its third-party designee, to apply a lookback period longer than seven years.

4. Division Background Check.

(a) The Company shall electronically transmit the following information for all Company drivers, if known. The information shall be provided in a format specified by the Division.

i. Legal First Name

ii. Legal Middle Name

iii. Legal Last Name

iv. Former Names

v. Place of Birth (City and State)

vi. Date of Birth

vii. Last Six Digits of Driver's Social Security Number

viii. Driver's License State

ix. Driver's License Number

x. Driver's Electronic Mail Address

(b) The Company shall also provide an appropriate consent and authorization form for all Company drivers and driver applicants to enable the Division to obtain and review Background Information for each driver. The Company shall provide an updated version of this consent and authorization form annually. The parties agree that the drivers and driver applicants may consent to the review by electronic means, and the parties agree that the form attached as **Exhibit B** is an appropriate consent and authorization form.

(c) The Company shall inform each Company driver or driver applicant that the Background Information obtained may be used by the Division in determination of suitability for performing Transportation Network Services.

(d) The Company shall also provide the Division with Consent to a CORI investigation to be conducted by the Division and, where applicable, to the periodic conduct of further CORI investigations during the course of a driver's affiliation with the Company.

(e) The Division shall obtain and review the relevant Background Information for each Company driver and driver applicant.

5. Determination of Suitability.

(a) The Division shall issue a negative determination of suitability if it determines any of the Disqualifying Conditions set forth in the attached **Exhibit A—Disqualifying Conditions** apply to a Company driver or driver applicant.

(b) The Division may issue a negative determination of suitability if the Division Director determines that a Company driver or driver applicant:

i. Made a false statement on an application to provide Transportation Network Services; or

ii. Acted or is likely to act in a manner resulting in substantial jeopardy to the health, safety, or welfare of any person.

(c) If the Division issues a negative determination of suitability, the Division shall electronically notify the Company and the driver or driver applicant that the driver or driver applicant is not suitable and shall not provide Transportation Network Services. Such notice shall include information regarding the driver or driver applicant's ability to appeal such determination.

(d) If the Division determines that the Company driver or driver applicant is suitable, it shall issue a positive determination of suitability and electronically transmit a Background Check Clearance Certificate to both the Company and the driver or driver applicant.

(e) Nothing in this section shall prohibit the Company from disqualifying drivers according to the Company's internal procedures or policies.

6. Appeal from a Negative Determination of Suitability.

(a) Any Company driver aggrieved by a negative suitability determination by the Division shall have a right of appeal to the Division.

(b) Such appeal shall be claimed by filing with the Secretary of the Commission, and with the Director of the Division, a written claim of appeal within 20 days from the date of the notice of negative suitability determination, which claim of appeal shall specifically set forth the grounds upon which the appellant claims to be aggrieved by the order of the Director.

(c) It shall be the burden of the Company driver to demonstrate suitability by a preponderance of the evidence.

(d) Such appeal shall be heard on the evidence introduced at the hearing before the Division. An appeal shall not operate as a stay of the determination.

(e) Any Company driver aggrieved by a final order or decision of the Division may appeal for judicial review in the Superior Court within 30 days after receipt of such order or decision. Any proceedings in the Superior Court shall, insofar as applicable, be governed by G.L. c. 30A, § 14, and may be instituted in the Superior Court for the county: (i) where the parties or any of them reside or have their principal place of business within the Commonwealth; (ii) where the Division has its principal place of business; or (iii) Suffolk.

7. Suspension and Revocation.

(a) If, at any time after the Division has issued a Background Check Clearance Certificate, the Company learns of any condition that would make a driver unsuitable as set forth in Section 5(a), the Company shall notify the Division within 60 hours.

(b) If, at any time after the Division has issued a Background Check Clearance Certificate, the Division learns of any condition that would make a driver unsuitable as set forth in Section 5, the Division shall suspend or revoke the Background Check Clearance Certificate and shall electronically notify the driver and the Company of the suspension or revocation.

(c) If the Division notifies the Company that a driver's Background Check Certificate has been suspended or revoked, the Company shall suspend or revoke the driver's privileges to provide Transportation Network Services for the Company.

8. Non-Compliance with Suspension or Revocation Notice.

(a) If, after having been notified by the Division that a Company driver's Background Check Clearance Certificate has been suspended or revoked, the Company fails to

suspend or revoke that driver's access to provide Transportation Network Services within 60 hours, the Division may take whatever reasonable action the Division deems necessary including, without limitation, refusing to certify additional drivers, issuing a monetary penalty to the Company, or suspending or revoking the Company's privilege to provide Transportation Network Services within the Commonwealth. In determining the amount of any monetary penalty, the Division shall consider, without limitation, the size of the TNC based on the TNC's intrastate operating revenues for the previous calendar year, the gravity of the violation, and the degree to which the TNC exercised good faith in attempting to achieve compliance or to remedy non-compliance.

(b) If, after having been notified by the Division that a driver's Background Check Clearance Certificate has been suspended or revoked, the driver continues to provide Transportation Network Services, state or local law enforcement officials may issue a citation for any such violation in the manner provided for in G.L. c. 90 and the RMV may suspend the driver's license.

9. Deadline for Compliance.

No Company driver shall provide Transportation Network Services without a Background Check Clearance Certificate from the Division.

10. Trade Dress.

(a) Prior to a Company driver providing Transportation Network Services, she Company shall issue trade dress to its drivers and a copy shall be provided to the Division. Such trade dress shall be applied to the front and back of the vehicle at all times while the vehicle is providing Transportation Network Services. The trade dress must be reflective, illuminated, or otherwise visible at night or in low-light environments.

(b) The Company shall require a Company driver who ceases to be certified to provide Transportation Network Services for any reason to immediately cease using any trade dress.

(c) Any driver providing Transportation Network Services who is not in compliance with this section shall be deemed to have committed a civil motor vehicle infraction, as defined by G.L. c. 90C, §1. State or local law enforcement officials may issue a citation for any such violation in the manner provided for in G.L. c. 90. If the driver is cited under this subsection, the TNC for which the driver was providing Transportation Network Services at the time of the citation shall be subject to a fine of $500.

11. Insurance.

The Company shall provide to the Division proof that it has disclosed the following information to each Company driver and driver applicant:

(a) The insurance coverage, including types of coverage and limits for each coverage, that the Company provides while a Company driver is providing Transportation Network Services; and

(b) A statement that the driver's own automobile insurance policy might not provide coverage while the driver is providing Transportation Network Services, depending on the policy.

The Company may satisfy this requirement by providing the Division with a copy of the relevant section of its partnership agreement.

12. Confidentiality.

The Division shall ensure that any information provided by the Company is treated as confidential to the fullest extent permitted under the Massachusetts Public Records law, G.L. c. 66, §10, and G.L. c. 159A½, §8(e).

The Division agrees that Company's list of drivers is a trade secret of Company is exempt from disclosure under G.L. c. 4,§ 7(26)(g), and further that driver personal information is private information of drivers exempt from disclosure under G.L. c. 4, §7(26)(c).

13. Amendments.

No amendment to this Memorandum shall be effective unless it is in writing and signed by duly authorized representatives of all Parties. Any such duly executed amendment shall be incorporated and made a part of this Memorandum.

14. Choice of Law.

This Memorandum has been made in, and shall be construed under and governed by the laws of the Commonwealth of Massachusetts, notwithstanding any countervailing choice of law principles that might otherwise apply. The Parties agree to commence any action arising to which the Company and the Division are parties in the Superior Court Department of the Trial Court, Suffolk County, unless requirements of jurisdiction or venue require a different forum, provided, however, that in no event may the Parties resort to a court outside the Commonwealth of Massachusetts.

15. Headings and Interpretations.

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Memorandum. All terms contained herein shall be construed, whenever the context of this Memorandum so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all gender.

16. Final Expression.

The terms of this Memorandum are intended by the Parties as the final expression of their agreement and such terms may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. No extrinsic evidence may be introduced in any dispute concerning this Memorandum.

17. Waiver.

The obligations and conditions imposed by this Memorandum can be waived only by written agreement. The waiver of any breach of these conditions shall not be construed to be a continuing waiver of any subsequent breach.

18. Severability.

If any part of this Memorandum is declared or found to be illegal, void, or unenforceable, then both Parties shall be relieved of all obligations under that provision. The remainder of this Memorandum shall be enforced to the fullest extent permitted by law.

19. Counterparts.

This Memorandum may be signed in any number of counterparts, each of which shall be considered an original and all of which taken together shall form one document.

20. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein and are made a part of this Memorandum for all purposes:

Exhibit A—Disqualifying Conditions.

Exhibit B—CORI Consent and Authorization

21. Nothing Contrary to Statutory Authority.

Nothing in this Memorandum creates any obligations of the Parties that are inconsistent with or contrary to their statutory authority.

22. No Third Party Rights or Benefits.

Nothing in this Memorandum shall create any benefit or right for any third party.

23. Effective Date and Termination.

(a) This Memorandum is effective upon signature of both Parties and shall remain in effect as to each signatory until the date of the Department's promulgation of regulations under G.L. c. 159A½.

(b) This Memorandum may be terminated by either Party based on a material breach of any provision of this Memorandum.

In witness whereof, the following officials have caused their duly authorized representatives to execute this Memorandum of Understanding, as follows:

Massachusetts Department of Public Utilities

Angela M. O'Connor
Chairman
Date: 7/12/17

Tickengo, Incorporated

Geoffroy Mathieux
CEO
Date: 6/29/2017

Exhibit A
DISQUALIFYING CONDITIONS

Violent Crimes	
Definition	Any violent crime, as defined in G.L. c. 140, §121, punishable by 10 years or more in state prison, or conspiracy, solicitation, attempt, or accessory to the same.
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	Unlimited
Violent Crimes 2	
Definition	Any violent crime, as defined 140, §121, or any assault or assault and battery, or any threat to commit such a crime, or any violation of a G.L. c. 209A restraining order, or any crime involving the illegal use or possession of weapons.
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	7 years
OUI	
Definition	G.L. c. 90, §24 (Operating M/V Under the Influence)
	G.L. c. 90, §24G (OUI motor vehicle homicide)
	G.L. c. 90, §24L (OUI causing serious bodily injury)
	G.L. c. 90B, §§ 8, 8A, 8B (operating watercraft under the influence)
	G.L. c. 90F, §11 (OUI by commercial operator)
	G.L. c. 265, §13½ (OUI manslaughter)
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	Unlimited for OUI/motor vehicle homicide, OUI/serious bodily injury, OUI/manslaughter 7 years for all others
Multiple Serious Driving Offenses	
Definition	Two or more convictions or continuations without a finding for operating under the influence or leaving the scene, or any offense under G.L. c. 90, §24(2)(a), or any combination thereof.
Disposition	Conviction or CWOF

Exhibit A

DISQUALIFYING CONDITIONS

Jurisdiction	Any jurisdiction
Look-back period	Unlimited
Reckless Operation of Motor Vehicle	
Definition	G.L. c. 90, §24(2)(a) - reckless operation - negligent operation to endanger - leaving the scene of property damage - false statement to RMV - use without authority
	G.L. c. 90, §24(2)(a½)(1) (leaving the scene of an accident causing personal injury)
	G.L. c. 90, §24(2)(a½)(2) (leaving the scene of an accident causing death)
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	7 years
Sex, Abuse, and Exploitation Offenses	
Definition	"Sex Offense" as defined in G.L. c. 6, §178C (incl. conspiracy, solicitation, attempt, or accessory to same)
	G.L. c. 209A, §7 (Violation of an Abuse Prevention Order)
	G.L. c. 265, §13L (Child Endangerment)
	G.L. c. 265, §43 (stalking)
	G.L. c. 265, §43A (criminal harassment)
	G.L. c. 272, §6 (owner of place inducing or suffering person to resort in such place for sexual intercourse)
	G.L. c. 272, §7 (Support From, or Sharing, Earnings of Prostitute)
	G.L. c. 272, §8 (Soliciting for Prostitute)
	G.L. c. 272, §12 (Procuring Person to Practice, or Enter a Place for Prostitution; Employment Office Procuring Person)
	G.L. c. 272, § 13 (Detaining, or Drugging to Detain, Person in Place for Prostitution)
	G.L. c. 272, § 16 (Open and Gross Lewdness and Lascivious Behavior)
	G.L. c. 272, §53 (Indecent Exposure)

Exhibit A
DISQUALIFYING CONDITIONS

	G.L. c. 272, §53 (Accosting or Annoying a Person of the Opposite Sex)
	G.L. c. 272, §53A (Engaging in Sexual Conduct for a Fee)
	G.L. c. 272, §105 (Upskirting)
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	Unlimited
Sex Offender Registration	
Definition	Required to register as sex offender
Jurisdiction	Any jurisdiction
Look-back period	Unlimited
Felony Convictions	
Definition	Any offense with an available maximum penalty of more than 2½ years' imprisonment.
Disposition	Conviction
Jurisdiction	Any jurisdiction
Look-back period	7 years
"Felony Robbery"	
Definition	G.L. c. 265, §14 (armed burglary)
	G.L. c. 265, §17 (armed robbery)
	G.L. c. 265, §18 (assault to rob)
	G.L. c. 265, §19 (unarmed robbery)
	G.L. c. 265, §21 (stealing by confining or putting in fear)
	G.L. c. 265, §21A (carjacking)
	Attempt, solicitation or conspiracy to commit these offenses, or being an accessory thereto.
Disposition	Conviction or CWOF
Jurisdiction	Any jurisdiction
Look-back period	Unlimited

Exhibit A
DISQUALIFYING CONDITIONS

"Felony Fraud"	
Definition	G.L. c. 266, §§30 (Larceny – over $250 only), 30B (unlawful possession of theft detection shielding device or deactivator), 30C (use of counterfeit receipt with intent to defraud), 30D (organized retail crime), 31 (obtaining signature by false pretenses), 32 (fraudulent conversion of property by captain of vessel), 33 (larceny by false pretenses relating to contracts, banking transactions or credit), 35A (false material statements in connection with mortgage lending), 37 (uttering fraudulent checks), 37C (fraudulent use of credit cards – felony form only), 40 (common and notorious thief), 39 (destruction or concealment of will), 50 (fraud or embezzlement by state treasury employee), 51 (fraud or embezzlement by city, town or county employee), 52 (fraud or embezzlement by bank officer or employee), 53A (misconduct by bank officer or employee), 55 (embezzlement by liquidating agent or receiver), 56 (embezzlement by broker or agent), 57 (embezzlement by fiduciary), 60A (buying or selling stolen trade secrets), 66 (fraudulent issue of stock), 67 (false entry in corporate books), 67A (false statement in procurement), 67B (presentation of false claims), 67C (false entry in records relating to capital construction projects), 73 (obtaining goods under false pretenses), 74 (fraudulent use of corporate credit), 75 (obtaining property by trick – over $250 only), 76 (gross fraud or cheat at common law), 110 (false invoice of cargo), 111 (false affidavit or protest), 111A, 111B, 111C (insurance fraud)
	G.L. c. 267, §§1 (false or forged records), 2 (forged tickets), 3 (forged seal of land court), 4 (forged railroad company stamp), 5 (uttering false record), 6 (uttering forged ticket), 7 (forged bill of credit issued by treasurer), 8 (forged bank bill or note), 9 (possession of ten or more counterfeit notes), 10 (uttering counterfeit note), 11 (common utterer), 12 (possession of counterfeit notes), 13 (possession of tools for counterfeiting), 17 (possession of ten or more counterfeit coins), 18 (possession of fewer than ten counterfeit coins), 19 (common utterer of counterfeit coins), 20 (tools for making counterfeit coin), 27 (possession of worthless bank notes), 28 (uttering worthless bank notes).
	G.L. c. 268, §§1 (perjury), 2 (subornation of perjury), 3 (attempt to procure perjury), 6 (report before state departments), 13 (corrupting masters, auditors, jurors, arbitrators), 13B (willfully misleading to obstruct a criminal investigation), 13E (tampering with record document for use in judicial proceeding), 36 (compounding or concealing a felony), 39 (perjury related to motor vehicle theft)
	Or Attempt, Solicitation or Conspiracy to commit these offenses, or being an Accessory thereto
Disposition	Conviction or CWOF

Exhibit A
DISQUALIFYING CONDITIONS

Jurisdiction	Any jurisdiction
Look-back period	7 years
Open Cases	
Definition	Any outstanding or unresolved criminal proceedings, the conviction for which would result in a negative suitability determination by the Division.
Jurisdiction	Any jurisdiction
Look-back period	Present
Open Warrants	
Definition	Any outstanding warrant for arrest
Jurisdiction	Any jurisdiction
Look-back period	Present
Habitual Traffic Offender	
Definition	G.L. c. 90, §24 (Habitual Traffic Offender)
Jurisdiction	Any jurisdiction
Look Back Period	7 years
Licensed Driver	
Definition	If under 23 years of age, have not held a valid US driver's license for at least 3 years. If 23 years of age or older, have not held a valid US driver's license for at least 1 year.
Jurisdiction	Any jurisdiction
Open or Unresolved Driving Infractions	
Definition	Any outstanding or unresolved driving infractions that would result in a negative suitability determination by the Division.
Jurisdiction	Any jurisdiction
Suspension of Driver's License	
Definition	Any suspension of driver's license for reasons related to the operation of a motor vehicle.
Jurisdiction	Any jurisdiction
Look back period	7 years

Exhibit A
DISQUALIFYING CONDITIONS

Multiple Violations of Traffic Laws or At Fault Accidents	
Definition	More than 4 violations of the Traffic Laws and/or At Fault Accidents (211 CMR 134).
Jurisdiction	Any jurisdiction
Look back period	3 years
Interlock Device	
Definition	Interlock device present in an applicant's vehicle.
Jurisdiction	Massachusetts
Look back period	Present

Exhibit B

CORI CONSENT AND AUTHORIZATION

As a prospective or current Transportation Network Driver, I understand that the Department of Public Utilities' Division of Transportation Network Companies ("Division") shall review Criminal Offender Record Information, Sex Offender Registry Information, and Registry of Motor Vehicles driving record information ("Background Information") from the Department of Criminal Justice Information Services for the purpose of evaluating whether I am suitable to perform Transportation Network Services ("Suitability Review"). I hereby acknowledge that the Division is authorized to review Background Information and provide permission to Tickengo, Incorporated to submit my information to the Division for the purpose of performing this Suitability Review [and for the purposes of testing the Suitability Review system].

This authorization is valid for one year from the date of my signature or until the conclusion of my affiliation with the Company, whichever comes first. I understand that the Division may perform a Suitability Review multiple times during this period of time.

I may withdraw this authorization at any time by providing [Company] and the Division with written notice of my intent to withdraw my consent. By withdrawing my consent, or if my Suitability Review Consent and Authorization form is not renewed after this one-year period, I understand that (1) the Division may make an adverse decision on my Background Check Clearance Certificate, including suspending or revoking my Background Check Clearance Certificate, and (2) the Company may make an adverse decision on my suitability to perform Transportation Network Services, including suspending or revoking my Background Check Clearance Certificate.

By clicking "Accept," I provide my consent to Tickengo, Incorporated to submit my information to the Division, and I consent to the Division's use of this information to perform a Suitability Review [and for the purposes of testing the Suitability Review system]. I affirm that the information I have provided to conduct a Suitability Review is true and accurate.