EXPERIAN DATA QUALITY
STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between Experian Marketing Solutions, LLC. ("Experian") and the Client indicated below at the signature line ("Client").

1. Agreement. The STAC contain the standard terms and conditions applicable to Experian's or its affiliates' provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable Experian affiliate offering the Services (each, a "Schedule"). For Software, Support, and Professional Services provided by Experian Marketing Solutions, LLC, through its Experian Data Quality division ("Experian Data Quality"), the Experian Data Quality Schedule attached hereto shall apply. The STAC, together with the Schedules, and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

2. Fees and Payment. Client shall pay Experian for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Experian has commenced work, Client agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay Experian the full price for such Services. Experian's invoices will be deemed to be correct and acceptable to Client unless Client advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, Experian reserves the right to suspend the Services and Client also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Client will pay or reimburse Experian for such shipping costs and taxes.

3. Data; Confidential Information.

A. Experian Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a consumer, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of Client to Experian and is included in Experian databases, and (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Experian to Client (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Experian Data"). Client represents and warrants that it shall not resell the Experian Data, and that it shall only access, receive and use the Experian Data in the manner explicitly permitted in a Schedule.

(i) Safeguards. Client agrees to treat such data responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, or any other person with access to such data. Client shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Client by Experian. Such safeguards shall, at minimum, include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of Experian Data, and other information provided by Experian, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Client shall, at a minimum, comply with Experian's standard security requirements with respect to Experian Data, and to the extent applicable to Client's access and use of the Services. Client shall provide a copy of its written security program to Experian upon request and shall adopt any safeguard that Experian may reasonably request. Client shall promptly notify Experian of any unauthorized access, use or disclosure of Experian Data. Client agrees to defend and indemnify and hold Experian and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that Experian may incur, suffer, become liable for or which may be asserted or claimed against Experian as a result of Client's non-performance of any obligation with respect to Experian Data.

B. Client Data. Any non-public data or information provided by or on behalf of Client to Experian in connection with Client's request for the Services and which does not constitute Experian Data ("Client Data") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, Experian agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

C. Confidential Information. Client and Experian agree not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and Experian each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include Experian Data or Client Data. Without limiting the generality of the foregoing, the parties agree that Experian's Confidential Information includes the confidential, proprietary, and trade secret information of Experian, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Experian PINs, pricing structures, and application programming interfaces, (ii) the Agreement, and (iii) any other types of information applicable to the Services as maybe identified in a Schedule; and (iv) any copies or derivatives of such data or information.

4. Retained Rights; Access and Use.

A. Retained Rights. Client acknowledges that Experian has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Experian Data, Experian Confidential Information and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in Experian's databases and any other intellectual property that are part of the Services or related to the Services are owned by Experian (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, Experian Data or Experian Confidential Information. Client shall not acquire any license to use the Services, Experian Data or any Experian Confidential Information in excess of the scope and/or duration described in the Agreement.

B. Access and Use. Client represents and warrants to Experian that it shall only access and use the Services and Experian Data for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning

of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian.

5. Compliance. Experian shall comply with all federal, state and local laws, rules and regulations applicable to Experian as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to Experian of Client Data, and Client's access, receipt and use of the Services and Experian Data. Experian reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6. Domestic Access and Use. Client shall not access, transfer, or use the Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian.

7. Term; Termination. The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon any termination of the Agreement or a Schedule, Client shall immediately cease using the applicable Services, Experian Data and Experian Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by Experian immediately upon written notice to Client if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement or a Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by Experian under the Agreement or any Schedule.

8. Limited Warranty; Disclaimers. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR EXPERIAN DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.

9. Acceptance. Client acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not Experian. Client agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Client reasonably determines that the Services do not meet Experian's obligations under the Agreement, Client shall so notify Experian in writing within ten (10) days after access to or receipt of the Services in question. Client's failure to so notify Experian shall mean that Client accepts the Services or the performance of the Services as is. If Client so notifies Experian within ten (10) days after access to or receipt of the Services, then, unless Experian reasonably disputes Client's claim, Experian shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

10. Limitation of Liability.

CLIENT AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EXPERIAN UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES EXPERIAN CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WILLFUL INFRINGMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

11. Waiver; Severability. Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

12. Audit. Client agrees that Experian will have the right to audit Client's and any of its agent's compliance with the terms of the Agreement, including its access, receipt and use of the Services, Experian Confidential Information and Experian Data. Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. Successors and Assigns; No Third-Party Beneficiaries. Client shall not assign, delegate, or otherwise transfer the Agreement or any of

its rights or obligations under it, or purport to do any of these things, or any interest relating to the Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Client without such approval shall be null and void *ab initio*. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of Client constitutes an assignment of the Agreement. Without the prior written consent of Client being required, Experian may use subcontractors to perform any of its obligations under the Agreement, and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than Experian and its affiliates, and their respective successors and assigns) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an Experian affiliate) or a permitted successor assignee of such party.

14. Excusable Delays. Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client, and Client may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

15. Choice of Law. The Agreement is governed by and construed in accordance with the internal substantive laws of the state of California, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, proceeding brought by a party in any way arising out of or relating to the Agreement shall be brought in the federal or state courts located in Orange County, California.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and Client shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.

17. Complete Agreement. The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and Experian with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

18. Amendments. The Agreement may only be amended in writing signed by authorized representatives of both parties.

19. Survival. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 20, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

20. Authority to Sign. Each party represents that (i) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (iii) if it signs the Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and Experian sign and deliver the STAC as of the Effective Date set forth below.

Experian Marketing Solutions, LLC		Print or Type Legal Name of Client
By: _____	By: _____	
Signature (Duly Authorized Representative Only)	Signature (Duly Authorized Representative Only)	
Name: _____	Name: _____	
Print	Print	
Title: _____	Title: _____	
Effective Date: _____		

Address for Notice: Experian, 475 Anton Boulevard, Costa Mesa, CA 92626, Attn: General Counsel, Law Department

Physical Address for Notice:
Attn:

Experian Data Quality Schedule
Software, Support, and Professional Services Schedule

1. DEFINITIONS

In this Schedule, the following words and expressions shall have the following meanings:

"**Agreed Units**" shall mean an agreed number of consumable units (such as professional services days and/or transactional clicks).

"**Change Order**" shall mean a written modification to a SOW, signed by both parties.

"**DataArc 360**" shall mean the provision of Licensed Programs coded for Metro 2 business rules and reporting for use with client records for reporting purposes to Experian as a data furnisher.

"**Documentation**" shall mean any user guide, operational manual and any other materials relating to the use or operation of the Software provided to the Client by Experian Data Quality.

"**Effective Date**" shall mean the date specified as such in the Order Form.

"**End of Service Life Policy**" shall mean the End of Service Life Policy available at https://www.edq.com/standard-terms-and-conditions-and-policies/.

"**Initial Term**" shall mean the period specified as such in the Order Form.

"**Intellectual Property Rights**" shall mean copyrights (including all registrations and applications), database rights, domain names, patents (including utility and design patents), registered and unregistered design rights, registered and unregistered trademarks and service marks, know-how, trade secrets, trade dress, software (in source code and object form) and all other industrial, commercial or intellectual property rights existing in any country, all related extensions, renewals, adaptations, derivations, and all the rights to apply for the same.

"**New Releases**" shall mean any maintenance release relating to the Software including, but not limited to, error fixes, minor upgrades and patches (but not including New Versions), included within the fee for the Software.

"**New Version**" shall mean a new version of the Software not included within the fee for the Software.

"**Outsource Agent**" shall mean a third-party service provider of the Client.

"**Order Form**" shall mean the Experian Data Quality document entitled "Order Form" signed by Client, and/or any other document signed by Client which identifies itself as an "Order" or SOW pursuant to this Schedule. The Order Form may include additional terms and conditions related to particular Software or Services.

"**Permitted Purpose**" shall mean the internal business purposes of the Client, unless otherwise stated in the Order Form. For Data Arc360, Client may only use the Software for its internal verification as to the accuracy and completeness of Client Records (which is defined as Client-contributed information on its credit data on consumers, including updates thereof) for its submission to Experian (pursuant to the Agreement) and for no other purpose, including without limitation for analysis, modeling, eligibility decisions or any other purpose authorized under Section 604 of the FCRA.

"**Professional Services**" shall mean any services specified in an Order Form or SOW.

"**Renewal Date**" shall mean any date on which this Schedule and the applicable Order Form renews.

"**Renewal Fee**" shall mean the fee specified as such on the Order **Form.**

"**SDK**" or "**Software Development Kit**" shall mean Experian's installable software development tool package that includes libraries, documentation, system files and packaged APIs, licensed to the Client subject to the terms of the SDK License Agreement.

"**SDK License Agreement**" The license terms and conditions of the Software Development Kit that is made available on an applicable Third Party Website hosting the Software Development Kit.

"**Software**" shall mean any Experian Data Quality proprietary executable software and related Documentation made available by Experian Data Quality to the Client under this Schedule and identified on the Order Form.

"**SOW**" shall mean a written statement of work to this Schedule, signed by the parties, for the provision of Professional Services.

"**Third Party Material**" shall mean any third party executable software, documentation or data delivered with the Software.

"**Third Party Website**" shall mean websites that are hosted by a person or entity other than Experian or Client.

"**North America Support Policy**" shall mean the Experian North America support policy available at https://www.edq.com/standard-terms-and-conditions-and-policies/ and detailed in Section 6.2.

"**Worldwide Support Policy**" shall mean Experian's applicable worldwide support policy for the Licensed Materials as amended from time to time.

2. PROVISION OF PRODUCTS AND/OR PROFESSIONAL SERVICES

2.1. **Software**. Experian Data Quality shall provide the Software listed on the Order Form in accordance with the Order Form, this Schedule and the Agreement.

2.2. **Services**. Experian Data Quality shall perform the Professional Services pursuant to and as set forth in an SOW. Each SOW shall reference this Schedule and shall be deemed incorporated herein. The Parties may supplement or modify the Professional Services pursuant to a Change Order to the applicable SOW.

2.3. Software and Professional Services defined in this Schedule are included in the definition of "Services" in the STAC.

3. TERM

3.1. This Schedule shall commence on the Effective Date and, subject to the provisions of this Schedule, the Agreement and, if applicable, the Order Form and SOW, shall continue until terminated by either party serving on the other not less than sixty (60) days prior written notice of termination to expire on the last day of the Initial Term or any subsequent anniversary of that date. Any uncompleted SOW shall survive termination of this Schedule subject to the terms of the Agreement and this Schedule, unless otherwise terminated in accordance with the Agreement or such SOW.

3.2. If this Schedule relates to Agreed Units being made available to the Client as set out in the Order Form, the entitlement of Client to use these Agreed Units shall (unless otherwise stated in the Order Form) expire on the last day of the Initial Term irrespective of whether all of the Agreed Units have been used by Client and without any obligation on the part of Experian Data Quality to provide any refund for unused Agreed Units. If this Schedule relates wholly to Agreed Units being made available to Client then notwithstanding Section 3.1, this Schedule shall end upon the first to occur of:

3.2.1. all of the Agreed Units having been used by the Client; or

3.2.2. the last day of the Initial Term.

4. FEES

4.1. The Client shall pay the fees set out in and/or referred to in the Order Form.

4.2. Experian Data Quality shall notify Client in writing at least ninety (90) days before the Renewal Date of any increase to the Renewal Fee in accordance with Sections 3.1 and/or 3.2, and such increased Renewal Fee shall apply in place of that originally set out in the Order Form unless this Schedule or the Order Form has been terminated prior to the Renewal Date in accordance with Section 8 of this Schedule or Section 7 of the Agreement.

4.3. If any third party licensor of Third Party Material(s) imposes any increase in royalties, Experian Data Quality shall be entitled to increase the Renewal Fee by the amount of any and all such increase(s) in royalties.

4.4. Experian Data Quality shall be entitled to increase the Renewal Fee by an amount which does not exceed the percentage increase in the Consumer Price Index (CPI-U, US City Average, All Items) published by the Bureau of Labor Statistics for the most recent twelve (12) month period ending on December 31st prior to the Renewal Date.

4.5. If the number of permitted users, transactions or data sets increases in accordance with Section 7.6 below or otherwise, the Renewal Fee shall increase to allow for such additional use or data.

5. WARRANTY AND DISCLAIMERS

5.1. In addition to any warranties provided in the Agreement, Experian Data Quality warrants that the Software will conform to any description specified in the Documentation, subject to the Software being used in accordance with this Schedule, the Agreement and the Documentation. If Client notifies Experian Data Quality that any Software has failed to comply with this warranty, Experian Data Quality will (as the Client's sole remedy in respect to such failure) as soon as reasonable, either replace the relevant Software with software programs that do comply or terminate this Schedule and refund to the Client on a pro rata basis the amount of any fee paid in advance which relates to the failed Software, in Experian Data Quality's sole discretion. THE WARRANTIES IN THE FOREGOING SENTENCE ARE THE ONLY WARRANTIES EXPERIAN DATA QUALITY HAS GIVEN CLIENT WITH RESPECT TO THE SOFWARE. EXPERIAN DATA QUALITY DISCLAIMS ALL WARRANTIES AS SET FORTH IN THE AGREEMENT AND TO BE CLEAR MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROFESSIONAL SERVICES, DATA, THIRD PARTY MATERIAL, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN DATA QUALITY HEREUNDER, AND EXPERIAN DATA QUALITY HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6. INSTALLATION AND SOFTWARE SUPPORT

6.1. Unless otherwise specified in SOW for Professional Services, Client shall be responsible for installing the Software.

6.2. Experian Data Quality will provide technical support for the Software in accordance with its published Worldwide Support Policy and/or the North America Support Policy as applicable, provided that:

6.2.1. if Client has acquired any software, documentation, or data from an Experian Data Quality business partner which includes Software (as specified in the Order Form), that partner shall be responsible for providing primary support;

6.2.2. if any such software, documentation or data is proprietary Third Party Material(s), Experian Data Quality shall not be liable for any failure to provide support in accordance with the North America Support Policy and/or the Worldwide Support Policy as applicable, to the extent that this is caused by any failure of the relevant third party;

6.2.3. when the Software has had a "Last Ship Date" set, as defined in the End of Service Life Policy, Experian Data Quality technical support shall be provided according to the End of Service Life Policy.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

7.1. All Intellectual Property Rights in Client Data will remain vested in Client (or its relevant licensors).

7.2. All Intellectual Property Rights in the Professional Services and the Software will remain vested in Experian Data Quality (or its relevant licensors).

7.3. Beginning on the Effective Data and continuing until this Schedule ends or is otherwise terminated, Client grants Experian Data Quality a royalty free, revocable non-exclusive, non-transferable license to use (and copy) the Client Data in order to perform its obligations under this Schedule.

7.4. Beginning on the Effective Date and continuing until this Schedule ends or is otherwise terminated, Experian Data Quality grants to Client a limited, revocable non-exclusive, non-transferable license to use the Software for the Permitted Purpose in accordance with this Schedule. By using the Software and/or the Professional Services, Client agrees to comply with the terms of this Schedule and the Agreement.

7.4.1. **Use Restrictions.** Client shall use DataArc 360 Services solely for the Permitted Purpose of internal evaluation.

7.5. If any of the Software is licensed on a user, copy, application or transaction basis, and the number of users, copies, applications or transactions stated in the Order Form is exceeded, Client shall promptly notify Experian Data Quality in writing. Client shall be obligated to pay an increased license fee relative to the increased number of users, copies, applications or transactions from the date when such permitted use is exceeded.

7.6. If at any time the parties agree to modify the Professional Services and/or Software ordered on an Order Form, Experian Data Quality shall issue a revised Order Form reflecting such modifications. Experian Data Quality will not be obligated to initiate any such modified Professional Services and/or Software until Client has agreed in writing to the revised Order Form.

7.7. If the Order Form identifies that any Software is to be available for a development period, Client shall not use (or allow use of) such Software for any commercial purposes during that period, and shall not allow use of such Software by more than the permitted number of users during that period.

7.8. In addition to its obligations under the Agreement, Client further agrees that it will:

7.8.1. use the Software for the Permitted Purpose only and in accordance with the Documentation and ensure that all personnel who use the Software are employees or temporary employees of Client;

7.8.2. only use the Software in connection with those products or applications within those divisions or territories as specified in the Order Form;

7.8.3. only use the Software on computer equipment complying with such minimum specifications as may be agreed by the parties in writing, or in the absence of agreement as may reasonably be specified by Experian Data Quality;

7.8.4. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or allow use of for the benefit of, any third party any of the Software, except as permitted in Section 7.9.1;

7.8.5. not copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with the Software or combine the same with other materials without the prior written consent of Experian Data Quality except as permitted by law and provided that Client is permitted to retain a single copy of the Software for the purposes of load balancing, back up and disaster recovery only;

7.8.6. only use the Software on equipment owned, operated or controlled by Client at premises owned or used by Client, or on such other site as may be agreed by the parties from time to time in writing;

7.8.7. not allow any third party to amend, modify or otherwise alter the Software without Experian Data Quality's prior written consent; and

7.8.8. use reasonable efforts to ensure that any Client Data provided to Experian Data Quality is complete, accurate and in the agreed upon format.

8. TERMINATION BY EXPERIAN DATA QUALITY

8.1. In addition to the termination provisions of the Agreement, Experian Data Quality may terminate this Schedule (or part of it with respect to a particular part of the Software) upon written notice to Client (subject to Section 8.2) if Experian Data Quality either:

8.1.1. loses the right to distribute any Third Party Material(s) as contemplated by this Schedule, or

8.1.2. decides to discontinue the provision of any Third Party Material(s), subject to providing Client not less than twelve (12) months prior written notice.

8.2. If Experian Data Quality terminates the provision of any Third Party Material(s) under Section 8.1, or Client terminates the provision of any Third Party Material(s) under Section 9.4, Experian Data Quality shall refund to the Client on a pro rata basis the amount of any fee paid in advance which relates to use of the relevant terminated Third Party Material(s) during any period following termination.

8.3. Client's right to use (or copy) the Software shall cease upon termination of this Schedule.

9. UPDATES TO THIRD PARTY MATERIAL(S) AND THIRD PARTY TERMS

9.1. Experian Data Quality will provide Client with updates to Third Party Material(s) and New Releases of the Software (which do not include upgrades to Software or Third Party Material(s) that Experian Data Quality identifies as New Versions) in accordance with Experian Data Quality's policy and the End of Service Life Policy. Client shall install all such updates to Third Party Material(s) and New Releases as soon as reasonable in order to receive Experian Data Quality's technical support services as specified in Section 6.

9.2. New Versions will be made available only by written agreement and may be subject to an additional charge.

9.3. New Versions, New Releases and updates to Third Party Material(s) made available to Client shall (unless otherwise agreed) be subject to the provisions of this Schedule and the Agreement as if they were part of the original Software and Third Party Materials.

9.4. Client shall comply with any relevant Third Party Material license and other terms imposed on Experian Data Quality by a third party licensor in relation to a Third Party Material(s) as notified to Client by Experian Data Quality or as made available on Experian Data Quality' website at https://www.edq.com/standard-terms-and-conditions-and-policies/.(or such other link as Experian Data Quality informs Client of from time to time). If at any time during the term of this Schedule, any such Third Party Material license or other terms change, Experian Data Quality will notify Client, and Client shall be entitled to terminate the use of any Third Party Material(s) materially and adversely affected by the change upon written notice to Experian Data Quality, in which case Section 8.2 shall apply.

9.5. If the Order Form indicates that any Outsource Agent is to have access to or manage any of the Software on behalf of Client the following terms shall apply:

9.5.1. Outsource Agent shall have access to the relevant Software on behalf of Client only and for no other purpose;

9.5.2. any employees or temporary employees of Outsource Agent making use of the Software shall count as users of Client for licensing purposes; and

Client shall require that Outsource Agent and its employees or temporary employees to agree in writing to comply with all relevant provisions of this Schedule and the Agreement.

10. IST WATCH® SERVICE TERMS.

10.1. In the event Client receives IST Watch Services from Experian Data Quality, the following additional terms shall apply to Client's receipt and use of such services:

10.1.1. Certain government and other reporting entities, including OFAC ("Reporting Entities") periodically make available data identifying specially designated nationals and blocked persons ("Listed Individuals") that Experian Data Quality compiles into and maintains in it IST Watch Services. Client acknowledges that Experian Data Quality matching of Listed Individuals to names provided by Client ("Match") is based upon limited identifying information and that a possible match indicator does not necessarily mean or assure that the individual about whom Client has inquired is the same Listed Individual intended by the applicable Reporting Entity or Entities. Client acknowledges and agrees that Experian shall not be liable to Client or any third party for any Client-provided files that are provided to Experian for use in Experian Data Quality's performance of the IST Watch Services. Client acknowledges that Client is solely responsible for any decision or adverse action taken by Client against a consumer and that any such decision or adverse action must be taken based on Client's complete investigation of the consumer and not based solely on a reported possible Match.

10.1.2. If Client licenses the IST Watch on-premise Windows version, Client must either implement the auto-updates capability or refresh the installed Experian Data by clicking the 'Live Update' button to update to the most current Listed Individuals information made available to Experian Data Quality by the Reporting Entities. If Client licenses the IST Watch on-premise non-Windows version, Client must obtain updates by accessing the Experian Data Quality SFTP site to update to the most current Listed Individuals information made available to Experian by the Reporting Entities.

11. SDK TERMS

11.1. In the even Client accesses or uses Experian's Software Development Kit, the following additional terms shall apply to Client's receipt and use of such Services.

11.1.1. Client may obtain the SDK from the applicable Third Party Website and Client's use of the SDK is subject to the terms of this Agreement, the SDK License Agreement, and the Third Party Website's terms and conditions. To the extent there is a conflict between the Agreement, the SDK License Agreement and the Third Party Website terms and conditions, the following precedence shall apply: the Agreement, then the SDK License Agreement, and then the Third Party Website terms and conditions;

11.1.2. Client's use of the Third Party Website is entirely at the Client's own risk and Experian is not responsible or liable, and makes no representations, for the Client's use of the Third Party Website or for the actions, statements or representations of the Third Party Website;

11.1.3. Client's use of the SDK and any material downloaded or otherwise obtained through the use of the SDK is at the Client's own risk and the Client is solely responsible for assessing and testing the sample codes generated by the SDK to ensure it is appropriate for the Client's use; and

11.1.4. Experian may, without penalty or prior notice to the Client, in whole or in part, modify, reconfigure, substitute, suspend or withdraw the SDK at its sole discretion.

12. GENERAL

12.1. Experian Data Quality shall be entitled to subcontract any or all of its obligations and sublicense any and all of the rights received under this Schedule to a subcontractor but by doing so Experian Data Quality shall be responsible for the acts and omissions of the subcontractor to the same extent as if it had carried out the obligations itself pursuant to this Schedule.

12.2. The obligations on the part of Client in relation to any Third Party Material(s) shall prevail over all other terms.

12.3. This Schedule, with the Agreement, and as supplemented by other documents referenced herein including the Order Form(s), sets

forth the complete understanding of Experian and Client with respect to the subject matter hereof and supersedes all prior agreements, communications or representations, whether oral or written, made by any representative of either party relating thereto.

This Schedule may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.