



**EQUIFAX ENTERPRISE
MASTER SERVICES AGREEMENT – DATA MARKETPLACES**

This Equifax Enterprise Master Services Agreement – Data Marketplaces (this “**Agreement**”) is effective as of _____, 20____ (the “**Effective Date**”), by and between Equifax Enterprise Services LLC (“**Equifax**”), and _____ (“**Client**”). Equifax and Client agree as follows:

1. **Scope.** This Agreement governs the services (including data, information and other results of the services) (the “**Services**”) provided by Equifax and its Affiliates (as defined below) to Client and its Affiliates ordered, obtained or otherwise arranged through a cloud-based third party data exchange and/or marketplace (“**Marketplace**”). Specific Services, user details, and applicable terms are set forth in the following schedules (each a “**Schedule**”), as applicable:

CLIENT’S AUTHORIZED REPRESENTATIVE MUST INITIAL THE APPLICABLE SCHEDULE(S) BELOW:

- _____ **ARCHIVE DATA SERVICES SCHEDULE – CREDIT TRENDS AND ANALYTIC DATASET**
- _____ **PROPERTY VALUATION SERVICES SCHEDULE – PROPERTY DATA**
- _____ **IXI SERVICES SCHEDULE - ECONOMIC INSIGHTS DATA**
- _____ **U.S. COMMERCIAL SERVICES SCHEDULE – B2B MARKETING DATA**

Client may receive Services under the terms and conditions of the Schedules indicated by Client. If a Schedule is unmarked or not initiated by Client, such Services will not be available and the unmarked Schedule(s) will not apply to this Agreement.

Schedules may include accompanying statements of work, order forms, or other similar documents (each an “**Ordering Document**”), and shall become binding and subject to this Agreement when executed by the parties. This “**Agreement**” means the combination of this Agreement and any then current Schedules or Ordering Documents. In the event of a conflict between this Agreement and any Schedule or Ordering Document, the order of precedence will be as follows: (a) the Ordering Document; (b) the Schedule; and (c) this Agreement. For the purposes of this Agreement, “**Affiliates**” are those entities which are, and will at all times be, controlled by, or are under common control with, a party. “**Control**” means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. A Client Affiliate must be a party to a Schedule or Ordering Document in order to receive the Services provided pursuant to that Schedule or Ordering Document. Only the parties to a Schedule or Ordering Document will be liable for its obligations under that Schedule or Ordering Document. All references in this Agreement to a party shall apply to such party’s Affiliates unless the context clearly indicates otherwise.

2. **Term and Termination.** This Agreement and each Schedule indicated above will commence on the Effective Date and will remain in full force and effect for _____ year(s). Thereafter, this Agreement and each Schedule indicated above shall automatically renew for additional one-year periods unless a written notice of intent not to renew is provided by one party to the other party at least thirty (30) days prior to the end of the then current term. Notwithstanding the foregoing, this Agreement shall remain in effect as long as there is a Schedule or Ordering Document with a term then in effect. Either party may terminate this Agreement in its entirety or any Schedule or Ordering Document in the event: (a) the other party becomes insolvent or is the subject of any bankruptcy proceedings; or (b) the other party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days of receipt of written notice from the non-breaching party. Equifax may suspend the provision of the Services during any cure period. In addition, Equifax may immediately terminate this Agreement or suspend provision of any Services: (i) based on a reasonable belief that Client has violated any applicable law, data use, or data security restriction; or (ii) if the continued provision of all or any portion of the Services becomes impossible, impractical, or undesirable due to a change in applicable law, an Equifax policy with respect to data security or consumer privacy, or maintenance of products and services with current industry standards, or a third party data source restriction. Equifax will provide written notice of such termination or suspension as far in advance of the effective date as is reasonably practical under the circumstances. Upon termination of this Agreement or any licenses granted thereunder, a party shall, upon a written request by the other party, destroy the other party’s Confidential Information (as defined below).

3. **Fees, Payment, and Taxes.** The parties acknowledge certain data Marketplace(s) invoice Client directly for the Services (“**Marketplace Invoicing Arrangement**”) and in such event, the terms of this Section 3 do not apply. The parties will acknowledge such Marketplace Invoicing Arrangements prior to the provision of Services. In the event that Equifax invoices the Client for the Services, the rates, surcharges, expenses, and other fees (collectively, the “**Fees**”) for the Services will be set forth in the applicable Schedule or Ordering Document or other Marketplace price listing. Services provided by Equifax but not listed in any Schedule or Ordering Document or otherwise provided on the Marketplace price listing shall be provided at Equifax’s then current applicable Fees. Client shall pay for all Services no later than thirty (30) calendar days from the date of Equifax’s invoice. Interest will accrue daily on all amounts not timely paid at a rate of one and a half percent (1.5%) per month. Client will be invoiced electronically through Equifax’s electronic invoice presentation and payment program. Except to the extent Client has provided an exemption certificate, direct pay permit, or other such appropriate documentation, Client will be responsible for paying all Taxes (as defined below) that are properly levied by any taxing authority upon the provision of the Services. “**Taxes**” shall mean any applicable sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, excluding, however, any state or local privilege or franchise taxes, taxes based upon Equifax’s net income, and any taxes or amounts in lieu thereof paid or payable by Equifax with respect of the foregoing excluded items.

4. **Reviews.** Equifax may review Client's practices and procedures including, without limitation, any relevant documentation, to determine Client's compliance with this Agreement. Client shall promptly provide Equifax with copies of all requested documents and records. If Equifax reasonably believes a compliance issue exists, Equifax or its designated representative may enter Client's facilities, upon at least five (5) business days prior written notice and at a mutually agreed upon time, to conduct an on-site assessment of Client's practices and procedures relating to Client's request for, and use of, the Services and Client's security practices with respect thereto.

5. **Processing Locations.** For the purposes of this section, "Processing" means accessing (including access to view), transmitting, using, or storing the Services. Client may Process the Services from the United States, Canada, and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands (collectively, the "**Permitted Territory**"). Client must notify Equifax thirty (30) days prior to Processing the Services from a location outside of the Permitted Territory, in accordance with the notice requirements described in this Agreement. Equifax reserves the right to deny any such request for reasons including, without limitation, regulatory requirements, security concerns, or existing contractual obligations. Notwithstanding the foregoing, Client is prohibited from Processing the Services from an Embargoed Country. "**Embargoed Country**" means any country or geographic region subject to comprehensive economic sanctions or embargoes administered by OFAC or the European Union.

6. **Service Providers.** Client must notify Equifax thirty (30) days prior to utilizing a third party, including a cloud service provider other than the Marketplace, to process, transmit, or store the Services (each, a "**Service Provider**") in accordance with the notice requirements described in this Agreement. Equifax reserves the right to deny the use of a Service Provider for reasons including, without limitation, regulatory requirements, security concerns, existing contractual obligations or failure of such Service Provider to execute such agreements with Equifax as Equifax may require. Client will monitor Service Providers to ensure compliance with the security requirements of this Agreement. Notwithstanding anything to the contrary herein, Client will at all times be responsible for and remain liable to Equifax for any and all damages of any kind or nature whatsoever that may arise from or relate to the acts or omissions of Service Provider. Client acknowledges and agrees that Client is solely responsible for compensating Service Provider for the services Client engages such Service Provider to provide.

7. **Disclaimer.** Client shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards, and Client will use the Services only for the purposes set forth in this Agreement. Client is solely responsible for all results of its use of the Services. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, ALL SERVICES ARE PROVIDED BY EQUIFAX ON AN "AS-IS," AS-AVAILABLE BASIS, AND EQUIFAX AND ITS DATA PROVIDERS AND SUPPLIERS HEREBY DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE SERVICES. IN NO EVENT WILL EQUIFAX OR ITS DATA PROVIDERS AND SUPPLIERS BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE SERVICES.

8. **Intellectual Property Ownership.** Equifax and its data providers and suppliers retain all ownership rights in the Services and their offerings, technology, methods, processes, software, know-how, data, and all intellectual property rights therein (collectively, the "**Equifax Property**"). Any licenses or other permissions for Client to access or use the Equifax Property or any other intellectual property will be expressly detailed in a Schedule or Ordering Document. Equifax Property includes, and Equifax and its data providers and suppliers own all rights, title, and interest in, and to, any and all: (a) derivatives and customizations of, and improvements and extensions to, the Equifax Property; and (b) deliverables that are based on, relate to, or include any Equifax Property.

9. **Confidentiality.** Except as set forth in a Schedule or Ordering Document, each party acknowledges and agrees that all materials and information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the performance of this Agreement including, but not limited to, the terms of this Agreement, discussions relating to potential or future business opportunities, pricing terms, service descriptions, and marketing materials, consist of confidential and proprietary data (collectively, the "**Confidential Information**"). Transactional information and information reported to Equifax to be included in Equifax's credit reporting systems or databases shall be considered Confidential Information of Equifax. Recipient will hold the Confidential Information in strict confidence and will restrict its use of Confidential Information to the purposes set forth in this Agreement. Recipient will not be obligated to hold confidential any information from Discloser which: (a) is or becomes publicly known; (b) is rightfully received by Recipient from a third party without a duty of confidentiality; (c) was already known to Recipient prior to the disclosure and that knowledge was evidenced in writing prior to the date of Discloser's disclosure; or (d) is developed by Recipient without using any of Discloser's information. If the law, legal process, federal or state regulators, or government administrative agencies requires Recipient to disclose Confidential Information, Recipient will notify Discloser of the request unless prohibited from providing such notification. The rights and obligations of this section: (i) with respect to confidential and proprietary data that includes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for the longer of two (2) years from termination of this Agreement or the confidentiality period required by applicable law. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give Discloser the right to seek injunctive relief restraining such

unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

10. Data Security. The term "**Authorized User**" means a Client employee that Client has authorized to order or access the Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Services. Client shall, with respect to handling any data provided through the Services: (a) ensure that all devices used to access the Services are in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures; and (b) take commercially reasonable measures to prevent unauthorized access to the Services by any person other than an Authorized User. Those measures will include, without limitation, limiting the knowledge of any passwords to those individuals with a need to know, assigning unique user IDs to each person and prohibiting the sharing of user IDs or passwords, changing user passwords at least every ninety (90) calendar days or sooner if an Authorized User is no longer responsible for accessing the Services or if Client suspects an unauthorized person has learned the password, and performing at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges. Client will monitor compliance with the obligations of this section, and will immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Services. Such monitoring will include, if applicable and without limitation, a review of Equifax's invoices for the purpose of detecting any unauthorized activity. In addition, Client shall: (i) only use company-owned assets to access or store the Services; (ii) use commercially reasonable efforts to secure the Services during transit, at rest, and in storage outside of the Marketplace; (iii) ensure that any Authorized User with access to the Services adheres to security requirements that are no less stringent than those applicable to Client under this section; and (iv) dispose of the information from the Services in a secure manner.

11. Indemnification.

(a) Client will indemnify, defend, and hold harmless Equifax and its Affiliates and their respective directors, officers, and employees from, and against, any loss, damage, cost, liability, and expense (including reasonable attorneys' fees) (collectively, "**Losses**"), arising from or relating to the investigation, defense, settlement, or satisfaction of claims or causes of action alleged, or asserted by, a third party to the extent arising out of or relating to: (i) the use of the Services by Client in any manner other than as expressly permitted in this Agreement; (ii) the use, operation, or combination of the Services with software, data, equipment, specifications, or materials not provided by Equifax; (iii) any breach by Client of the sections of this Agreement relating to confidentiality, data security, or compliance with laws; (iv) any personal injury or death, or damage to, or loss of, tangible property to the extent caused by Client's wrongful acts; and (v) Client's willful misconduct.

(b) Equifax shall indemnify, defend, and hold harmless Client and its Affiliates, and their respective directors, officers, and employees from, and against, any Losses arising from or relating to the investigation, defense, settlement, or satisfaction of claims or causes of action alleged, or asserted by, a third party to the extent arising out of or relating to: (i) any breach by Equifax of the sections of this Agreement relating to confidentiality or compliance with laws; (ii) any personal injury or death, or damage to, or loss of, tangible property to the extent caused by Equifax's wrongful acts; (iii) Equifax's willful misconduct; and (iv) subject to the requirements of subsection(c) below, any claim that the Services, when used for their intended purposes, infringe any United States patent or copyright in effect as of the date of this Agreement (an "**Infringement Claim**").

(c) Should all or any part of the Services become, or in Equifax's opinion be likely to become, the subject of an Infringement Claim, then Client will permit Equifax, at Equifax's option and expense, to either: (i) procure for Client the right to continue using the Services; (ii) replace or modify the Services so that Client's use becomes non-infringing, without materially impairing the functionality of the Services; or (iii) terminate Client's use of the Services. Upon any such termination, Equifax shall return to Client a prorated amount of any Fees prepaid by Client with respect to the affected Services for the period after such termination takes effect. Equifax's obligations shall not apply with respect to an Infringement Claim which arises from any of the following: (1) the use of the Services in a manner other than as permitted in this Agreement or as otherwise designed or intended; (2) use of the Services in a manner other than as specified in the product guidelines or specifications, installation instructions, operating instructions, on-line help, or other similar items describing the capabilities of, or instructions for, the Services that Equifax generally makes available to Client; (3) any modification of, or connection to, the Services not authorized by Equifax; (4) the use, operation, or combination of the Services with software, data, equipment, or materials not provided by Equifax; (5) Client's continuance of allegedly infringing activity after being informed of the infringement and provided with modifications that would avoid the alleged infringement; or (6) materials, data, information, directions, or specifications provided by, or on behalf of, Client to Equifax.

(d) An indemnifying party will provide indemnification only if: (i) the indemnified party notifies the indemnifying party promptly upon learning that the claim might be asserted, provided that failure to timely provide such notice shall not diminish the indemnifying party's indemnification obligations except to the extent the indemnifying party's ability to defend such claim is materially prejudiced by such failure or delay; (ii) the indemnifying party has sole control over the defense of the claim; and (iii) the indemnified party provides the indemnifying party with all reasonable assistance, information, and authority necessary for the indemnifying party to fulfill its obligations pursuant to this section. The indemnifying party will have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim without the prior written consent of the indemnified party so long as the judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, does not contain an admission of guilt or liability, and includes an unconditional release of the indemnified party.

12. Damages Exclusions and Limitation of Liability. IN NO EVENT WILL EQUIFAX BE LIABLE TO CLIENT UNDER ANY THEORY OR CIRCUMSTANCE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL,

EXEMPLARY, OR PUNITIVE DAMAGES, NOR SHALL EQUIFAX'S AGGREGATE LIABILITY UNDER THIS AGREEMENT DURING ANY TWELVE (12) MONTH PERIOD, FOR ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, THE SERVICES, EXCEED THE AMOUNT ACTUALLY RECEIVED BY EQUIFAX FROM CLIENT FOR THE SERVICE CONNECTED WITH THE EVENT WHICH GAVE RISE TO LIABILITY DURING SUCH TWELVE (12) MONTH PERIOD.

13. Compliance with Laws. Each party will comply with applicable federal and state laws, rules, and regulations relating to such party's performance of its obligations under this Agreement including, but not limited to, those applicable to consumer financial protection and fair lending. In addition, neither party shall engage in any unfair, deceptive, or abusive acts or practices.

14. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement. Otherwise, neither this Agreement, nor any rights or obligations under it, may be assigned by Client without the written consent of Equifax, which consent shall not be unreasonably withheld. Any merger, acquisition, or other reorganization of Client shall constitute an assignment for the purposes of this section.

15. Notices. Notices required to be in writing pursuant to this Agreement must be delivered to Equifax at 1550 Peachtree Street N.W., Atlanta, Georgia 30309; Attention: Legal Department, and to Client via invoice or at the address specified below. All notices pursuant to this Agreement will be deemed given on the date of delivery if by a nationally recognized overnight courier or by certified mail, return receipt requested, or on the third (3rd) business day following the date on which such notice is mailed if by registered mail. Notice to a party to this Agreement will serve as sufficient notice to all of such party's Affiliates.

16. Waiver of Jury Trial. EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

17. Miscellaneous. Equifax may use Client's name and logo in its marketing materials and case studies and may identify Client as a customer. This Agreement will be governed by the internal laws (but not the conflicts laws) of the State of Georgia. This Agreement sets forth the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings whether written or oral with respect to the Services provided pursuant to this Agreement. This Agreement may only be modified by a written document executed by both parties, provided that no additional or conflicting term in a Client form purchase order or similar document, even if signed by the parties, shall have any effect. This Agreement may be executed in counterparts, and signatures may be exchanged by electronic means. In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of this Agreement shall survive and remain in full force and effect, and any unenforceable provision shall, to the extent legally permitted, be replaced by an enforceable provision that comes closest to the parties' intent underlying the unenforceable provision. Neither party will be liable to the other party by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control including, but not limited to, governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God (e.g. fire, flood, inclement weather, epidemic or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays, or acts of third parties. The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is the representative or agent of the other party for any purpose, and neither party has power or authority to act as agent for or to represent, act for, bind, or otherwise create or assume, any obligation on behalf of the other party. The obligations and rights under this Agreement, which by their nature would reasonably continue beyond the termination of this Agreement, will survive the termination of this Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the entity set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CLIENT:

**EQUIFAX ENTERPRISE SERVICES LLC, on behalf of
Equifax Information Services LLC and
IXI Corporation**

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Address:

MARKETPLACE ARCHIVE DATA SERVICES SCHEDULE

This Marketplace Archive Data Services Schedule (“**Schedule**”) by and between **Equifax Information Services LLC**, an Equifax Affiliate (“**Equifax**”) and Client, is entered into of even date with the Agreement (“**Effective Date**”). Any terms and conditions in this Schedule that modify or change the terms and conditions of the Agreement shall apply to this Schedule only. All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement.

This Schedule incorporates all of the terms and conditions contained in the Agreement, in their entirety, unless specifically provided herein. The parties to this Schedule are Equifax and Client, and all references to “Equifax” in the Agreement shall be deemed to refer to Equifax Information Services LLC for purposes of this Schedule.

1. **Scope of Services.** This Schedule establishes the terms and conditions upon which Equifax shall license to Client depersonalized archive data through Equifax Credit Trends and Analytic Dataset™ as further described herein (the “**Archive Data**”), that is ordered, obtained or otherwise arranged through a cloud-based third party data exchange and/or marketplace (“**Marketplace**”) to enable Client to utilize the Archive Data to perform the “**Analysis**” as more particularly described on one or more Ordering Documents (each an “**Order Form**”) referencing this Schedule (the “**Services**”), which shall be subject to the terms and conditions of this Schedule. Client shall use the Archive Data only for the following purposes: (i) required institutional risk control, and (ii) protection against, and prevention of, fraud or other liability.

2. **Term and Termination.** This Schedule will commence on the Effective Date and will remain in full force and effect for one year. Thereafter, it shall automatically renew for additional one-year periods unless a written notice of intent not to renew is provided by one party to the other party at least thirty (30) days prior to the end of the then current term. The term of each Order Form is stated in the applicable Order Form.

3. **Services and Pricing.** In the event Equifax invoices the Client for the Services, Equifax shall invoice Client upon delivery of the Archive Data. Client agrees to pay Equifax for the Archive Data in amounts as specified on the applicable Order Forms and in accordance with the Agreement.

4. **Archive Data.** The initial Order Form is attached as **Exhibit A** hereto. Subsequent Order Forms will not be valid unless signed by each party hereto. Equifax may reject any proposed Order Form in its sole discretion.

5. **Grant of License; Limitations on Use**

(a) Equifax hereby grants a temporary, non-exclusive, non-assignable and non-transferable license to Client to use Archive Data solely in order to use the Archive Data for the purposes described herein and solely during the term set forth on the Order Form pursuant to which Client obtained such Archive Data. The Archive Data will at all times be and remain the property of Equifax and Equifax reserves all rights with respect to the Archive Data other than the rights explicitly granted to Client in this Schedule. Without limiting the generality of the forgoing license restrictions, Client specifically agrees that it will not (i) do anything inconsistent with the copyright or other proprietary rights of Equifax in and to the Archive Data; (ii) use the Archive Data for consumer credit-granting or direct marketing purposes; or (iii) provide the Archive Data in any form to any third party (except an Approved Contractor). The term “**Approved Contractor**” means an entity that (A) has contracted with Client to perform additional processing or analytical services necessary to the Analysis; (B) has executed such agency, processing, confidentiality or other agreements with Equifax as Equifax may require in order for the entity to receive Archive Data; and (C) is identified in the applicable Order Form. Client acknowledges and agrees that Equifax will make Archive Data available to an Approved Contractor only as Client’s agent and subject to Client’s obligation to cause such Approved Contractor to comply with the terms hereof.

(b) Client will destroy all Archive Data provided to Client and all copies or portions thereof immediately upon termination of this Schedule. Client will dispose of the Archive Data in a secure manner and provide Equifax with a written certification signed by an officer of Client, verifying that Client has destroyed the Archive Data and all copies or portions thereof and providing the method of destruction.

(c) All additional restrictions and requirements applicable to the Archive Data set forth on any agreed to Order Form are incorporated herein by reference, and Client agrees to comply with the same.

6. **Data Usage.** Client will use the Archive Data in accordance with the terms of this Schedule. Client agrees to restrict usage of the Archive Data to undertake the Analysis. If the Client uses the Archive Data in published research, the Client agrees to share results from their published research with Equifax. Upon Client’s approval, Equifax may disclose Client’s research results, in a white paper or other publication, to Equifax’s Clients, provided that (i) Client reserves the right to approve any published materials prior to Equifax’s disclosure and (ii) Client is given appropriate credit as the source of the information. Client acknowledges that the Archive Data are derived from data available to Equifax at the time the Data are created and does not, and is not intended, to include all data on all consumers. TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE ARCHIVE FILE AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, GUARANTEES AND WARRANTIES WHETHER EXPRESS OR IMPLIED OR STATUTORY REGARDING THE ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER.

7. Publication of Aggregated Data. Notwithstanding anything to the contrary herein, Client may disclose aggregated data from the Archive Data (or Client reports or studies based thereon) in connection with the Analysis to which such Archive Data relate, only if Client provides Equifax with advance written notice of the disclosure, and Equifax approves the use of such aggregated data included in the disclosure, in writing, which approval shall not be unreasonably withheld. Equifax will endeavor to communicate its decision within ten (10) business days following its receipt of Client's notice. Equifax will make such determination in its sole discretion based on the following factors: (i) potential injury to Equifax's business or reputation, (ii) level of aggregation, (iii) accuracy, and/or (iv) compliance with law or regulation. Client will not attribute the aggregated data to Equifax or charge any fee for the aggregated data, unless agreed in writing by Equifax. For purposes of clarity, in no event will Client be permitted to disclose any of the Archive Data pursuant to the foregoing provision.

NOTWITHSTANDING THIS SECTION 7, IN NO EVENT WILL CLIENT BE PERMITTED TO DISCLOSE OR PUBLISH ANY VANTAGESCORES, OR ANY DATA DERIVED FROM VANTAGESCORES, INCLUDED IN THE ARCHIVE DATA. SECTION 10 OF THIS SCHEDULE GOVERNS USE OF VANTAGESCORES. NOTHING IN THIS SCHEDULE IS INTENDED TO AMEND, MODIFY, SUPPLEMENT, OR SUPERCEDE SECTION 10. FAILURE TO COMPLY WITH THIS SECTION 7 MAY RESULT IN THE REVOCATION OF ANY AND ALL RIGHTS REGARDING THE USE OF THE ARCHIVE DATA.

8. Marketplace Terms and Conditions

(a) Indemnification. In addition to any indemnification obligations in the Agreement, Client will defend, indemnify, and hold harmless Equifax from against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising from or relating to any acts or omissions by Client in its use of the Marketplace.

(b) **DISCLAIMER.** EQUIFAX DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIFAX SHALL NOT BE LIABLE FOR THE DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CLIENT SEPARATELY CONTRACTS. EQUIFAX DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS.

9. Terms Associated With Use of Fair Isaac Scores. The terms of this Section apply if the Archive Data include any scores derived from scoring models jointly developed by Equifax and Fair Isaac Corporation ("**FICO Scores**"), as stated on a Order Form.

(a) Client may request that Equifax provide FICO Scores that utilize archived, depersonalized, consumer report information that is no more recent than one month prior to the date of scoring ("**Archive Scores**"). Client shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Client for the single project for which the Archive Scores were acquired, but for no other purpose and for no other entity. Determining validity of the FICO Scores consists solely of: (a) internal validation on Client's own account performance data; (b) internal evaluation of the predictive strength of the FICO Scores as compared to other scores; (c) internal evaluation of the value of the FICO Scores as an internal component of custom models; and/or (d) establishing score cut-offs and strategies, as they relate to Client's portfolios. Client shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers. Client shall use each such FICO Score only once and only for the Analysis for which such FICO Scores were obtained.

(b) Client acknowledges that the FICO Scores are proprietary and that Fair Isaac retains all its intellectual property rights in the FICO Scores and the Models (defined below) used by Equifax to generate the FICO Scores. Fair Isaac grants to Client, effective during the term of the Client agreement, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 6(a) above for which the FICO Scores were obtained, including, but not limited to the single use restrictions set forth above. Client's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations. Client shall not attempt to discover or reverse engineer the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above), model benchmarking, or model calibration. "**Model**" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equifax.

(c) Client shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party unless: (a) such disclosure is clearly required by law; (b) Fair Isaac and Equifax provide written consent in advance of such disclosure; and/or (c) such disclosure is to Client's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Client may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Client has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Client hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (iii) names Fair Isaac as an intended third party beneficiary of such agreement with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights.

(d) FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

(e) In no event shall Equifax OR FAIR ISAAC be liable for any consequential, incidental, indirect, special, or punitive damages incurred by ANY PARTY And arising out of the performance hereunder, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL EQUIFAX'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

(f) Equifax and Client acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

10. Terms Associated With VantageScores. The terms of this Section apply if the Archive Data include any VantageScores. Client will request VantageScores only for Client's exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScores. Client shall not use the VantageScores for model development or model calibration, except in compliance with the following conditions: (1) the VantageScores may only be used as an independent variable in custom models; (2) only the raw archived VantageScore and VantageScore segment identifier will be used in modeling (i.e. no other Score information including, but not limited to, adverse action reasons, documentation, or scorecards will be used); and (3) Client's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Client, using Scores, will be kept confidential and not disclosed to any third party other than as expressly provided for below in subsections (ii), (iii), (iv), and (v) of this paragraph. Client shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those Approved Contractors of Client who have executed an agreement that limits the use of the VantageScores by the Approved Contractor only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) to government regulatory agencies; (iv) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g. securities) containing or based on obligations of the consumers to which the VantageScores apply (e.g. mortgages, student loans, auto loans, credit cards), provided that (a) Client may disclose VantageScore only in aggregated formats (e.g. averages and comparative groupings) that do not reveal individual VantageScores (b) Client shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (c) Client shall enter into an agreement with each recipient that limits the use of the VantageScore to evaluation of such assets or investments, or (v) as required by law. The restrictions contained in this Section with respect to the VantageScores are supplemental to, and not in derogation of, the restrictions applicable to the Archive Data.

**Exhibit A “Order Form”
To Marketplace Archive Services Schedule**

This Order Form (“**Order Form**”) by and between Equifax Information Services LLC (“**Equifax**”) and Client, dated of even date herewith, (“**Effective Date**”) is issued pursuant to and governed by the Marketplace Archive Services Schedule. Any terms and conditions in this Order Form that modify or change the terms and conditions of the Agreement or the Marketplace Archive Services Schedule shall apply to this Order Form only. All capitalized terms used but not defined in this Order Form shall have the meanings given them in the Agreement or the Marketplace Archive Services Schedule.

1. Analysis Definition. The “**Analysis**” is for Equifax’s delivery of anonymous Credit Trends data and/or the Equifax Analytic Dataset to Client to allow Client to undertake activities solely in furtherance of: (i) required institutional risk control; and/or (ii) protection against, and prevention of, fraud or other liability.
2. Term. The term of this Order Form shall begin on the Effective Date and will automatically renew for successive one year periods, until the date the Schedule terminates, expires in accordance with its term, or written notice of intent not to renew the Order Form is provided by one party to the other party at least thirty (30) calendar days prior to the end of the then current one-year term.
3. Archive Specifications. Client may order the Archive Data in one or more of the following packages, as more particularly described below:
 - Analytic Dataset™** - Analytic Dataset™ provides key information such as credit risk scores, consumer age range, geography, debt balances and delinquency status at the loan level for all consumer loan obligations and asset classes. The solution allows investors and other market participants to have the ability to better model delinquency, default, loss severity and prepayment..
 - Credit Trends Data** - A suite of anonymous, linked time-series US consumer credit data
4. Pricing Terms. In the event Equifax invoices the Client for the Services, Client will pay the following for the services and Archive Data set forth herein: .

MARKETPLACE PROPERTY VALUATION SERVICES SCHEDULE

This Marketplace Property Valuation Services Schedule (this "**Schedule**"), by and between Equifax Information Services LLC, an Equifax Affiliate and Client is entered into of even date with the Agreement. Any terms and conditions in this Schedule that modify or change the terms and conditions of the Agreement shall apply to this Schedule only. All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement.

This Schedule incorporates all of the terms and conditions contained in the Agreement, in their entirety, unless specifically provided herein. The parties to this Schedule are Equifax and Client, and all references to "Equifax" in the Agreement shall be deemed to refer to Equifax for purposes of this Schedule.

1. **Scope of Schedule.** This Schedule is entered into for the express purpose of enabling Client and Client Affiliates to receive the Services described on **Exhibit A** that are ordered, obtained or otherwise arranged through a cloud-based third party data exchange and/or marketplace ("**Marketplace**") or in an Order Form (each a "**Order Form**" and, collectively, "**Order Forms**"). A Client Affiliate must be a party to an Order Form in order to receive the Services provided pursuant to that Order Form. Client warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Schedule and Client's execution of this Schedule will bind each Client Affiliate. All references throughout this Schedule to Client will apply to any Client Affiliate, unless the context clearly indicates otherwise.
2. **Term and Termination.** This Schedule will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods, and shall remain in effect as long as there is an Ordering Document with a term then in effect. This Schedule may be terminated in accordance with the Agreement.
3. **License.** Equifax hereby grants to Client a limited, non-exclusive, non-transferable right and license to receive the Services described herein or in the relevant Order Form solely for Client's internal business purposes, with no right to resell or redistribute the Information Services, in whole or in part. "**Services**" shall mean Equifax' proprietary property data and information products and services, as more particularly described on Exhibit A or in an Order Form. Except for the limited license granted in this Section **Error! Reference source not found.**, Equifax and its third-party licensors (if applicable) retain all right, title, and interest in, and to, the Services and its data sources, including, without limitation, all rights of reproduction, modification, distribution, display, disassembly and decompilation, and all copyright, patent, trademark, trade secret, and other proprietary rights and interests in the Services. Equifax reserves all rights except for those rights expressly granted herein. Client acknowledges that it neither owns nor acquires any rights in, or to, the Services not expressly granted herein.
4. **Limitations of the Services.** The Services, including without limitation, the Automated Valuation Models ("**AVMs**") used in the performance of the Services, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the Services. Any AVM generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The Services should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected primarily from public record sources. **THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSOR MAKE ANY WARRANTY OR REPRESENTATION: (I) THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR (II) ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION, STATE OR REGION.**
5. **Limitations on Use.**
 - (a) **One-Time Use.** Unless Equifax agrees in writing otherwise, the licensed information received via the Services is provided for a "one-time" use only. Client may archive the licensed information solely for audit purposes for twelve (12) months after the date on which Equifax provided that licensed information to Client (the "**Archive Period**"). Upon the expiration of the Archive Period, Client will within a reasonable period of time, not to exceed one hundred and twenty (120) days, destroy or delete the applicable licensed information from its files and computer systems, including all copies thereof, no matter how stored. Upon Equifax' request, Client will certify in writing that it has completed the foregoing activity.
 - (b) **General Restrictions.** Client shall not: (i) use the Services outside the United States without Equifax' prior written consent; (ii) disassemble, decompile, manipulate or reverse engineer the Services or the information output there from and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering; or (iii) use the Services for illegal purposes, beyond the scope of the license granted above, or to violate any federal, state or local statute, law or regulation, or for skip tracing, or for electronic telephone directory assistance. Client shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. Client will not use any element or component of the Services to create, replace, supplement or enhance any title, legal vesting, ownership or encumbrance reports. Client will not use the Services coupled with alternative insurance approaches or products without first obtaining Equifax' written permission.

- (c) **Consumer Restrictions.** Client shall: (i) not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any Services; (ii) with respect to the Services, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; and (iii) limit access to the Services to those individuals who have a "need to know" in connection with Client's business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices.
- (d) **FCRA Restrictions.** Client will not use the Services: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*); or (vi) in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over Client, Equifax or both.
6. **Limitation on Scores.** Equifax does not guarantee the predictive value of any score and does not intend to characterize any individual as to credit, purchasing, or any other capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of any score to accurately predict any propensity, including credit worthiness, of Client's applicants or customers.
7. **Service Availability and Changes.** If the continued provision of all or any portion of the Services becomes impossible, impractical, or undesirable due to circumstances involving or imposed by Equifax's third party licensors or data sources, Equifax reserves the right to, in its sole discretion: (i) change each or any of, including without limitation, the content, format, or style of any Services; or (ii) discontinue any Services, at any time as reasonably necessary to resolve any circumstances involving or imposed by such licensors or data sources. Equifax will provide notice of any change(s) or a discontinuation as far in advance as circumstances reasonably permit.
8. **Marketplace Terms and Conditions**
- (a) **Indemnification.** In addition to any indemnification obligations in the Agreement, Client will defend, indemnify, and hold harmless Equifax from against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising from or relating to any acts or omissions by Client in its use of the Marketplace.
- (b) **DISCLAIMER.** EQUIFAX DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIFAX SHALL NOT BE LIABLE FOR THE DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CLIENT SEPARATELY CONTRACTS. EQUIFAX DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS.
9. **Pricing.** In the event Equifax invoices the Client for the Services, pricing and pricing terms are set forth below or in the applicable Order Form. In the event Client requests any changes in the specifications or Services set forth in an Order Form, any increased prices and additional charges shall be determined by Equifax and invoiced to Client.
- a) **Pricing.** If applicable, insert pricing for related services or delete text
- b) **Pricing Term.** The prices in this Schedule shall begin on the Effective Date and shall continue until the six (6) month anniversary of the Effective Date. Thereafter, pricing will automatically renew on an annual basis, subject to an increased at a rate of five percent (5%) annually unless Client is otherwise notified by Equifax by no less than thirty (30) days. Notwithstanding the foregoing, Equifax rates for the Services shall be evaluated and subject to modification by Equifax on a quarterly basis during the term of this Agreement. If Equifax elects to modify the pricing, Equifax shall provide Client no less than thirty (30) days' prior written notice (the "**Modification Letter**"); provided, however, that in the event that Client objects in writing to an Equifax proposed price modification within thirty (30) days of the date of the Modification Letter, then either party may terminate this Agreement upon fifteen (15) days written notice to the other.

EXHIBIT A to Marketplace Property Valuation Services Schedule

SERVICES

Client's authorized representative **must place his or her initials** in the appropriate blank(s) below to indicate which Service(s) will be ordered by Client. Additional Information Services may be requested with written notice to Equifax.

	Real Property Insights	U.S. residential property data including ownership, property values, sale date, active listings and more
	Housing Characteristics	Housing characteristics from County Assessor offices on residential properties across the United States
	Recent Home Purchase Transactions	New residential home purchases for properties across the United States
	Home Value Trends and Forecasts	Current property values and home price trends and forecasts for U.S. residential properties
	Home Equity & Mortgages	Equity status and current estimated mortgage lien data on U.S. residential properties

Draft

MARKETPLACE IXI SERVICES SCHEDULE

This Marketplace IXI Services Schedule (“**IXI Schedule**”), by and between IXI Corporation (“**IXI**”), an Equifax Affiliate and Client, is entered into of even date with the Agreement (the “**Effective Date**”). Any terms and conditions in this IXI Schedule that modify or change the terms and conditions of the Agreement shall apply to this IXI Schedule only. All capitalized terms used but not defined in this IXI Schedule shall have the meanings given them in the Agreement.

This IXI Schedule incorporates all of the terms and conditions contained in the Agreement, in their entirety, unless specifically provided herein. The parties to this IXI Schedule are IXI and Client, and all references to “Equifax” in the Agreement shall be deemed to refer to IXI for purposes of this IXI Schedule.

1. Scope of Services. This IXI Schedule establishes the terms and conditions pursuant to which Client will access and use IXI’s proprietary data and services (“**IXI Services**”) as more particularly described on **Exhibit A** that are ordered, obtained or otherwise arranged through a cloud-based third party data exchange and/or marketplace (“**Marketplace**”) or in an Ordering Document.

2. Term and Termination. This Schedule will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods, and shall remain in effect as long as there is an Ordering Document with a term then in effect. This Schedule may be terminated in accordance with the Agreement.

3. License. Subject to Client’s compliance with the terms of the Agreement, IXI grants to Client and Client receives a limited, non-transferrable, non-exclusive license to access and use within the Permitted Territory the IXI Services in connection with Client’s lawful marketing program to consumers and businesses.

4. Limitations on Use.

(a) The IXI Services may be used solely for Client’s internal use and benefit. Client shall not sell, lease, rent, transfer, copy, reproduce, commingle, archive, publish, display or provide to any other party (including, but not limited to, Client’s parent, affiliates, subsidiaries, contractors, service providers, joint marketing partners), (i) in whole or in part, the IXI Services or a derivative of the IXI Services, (ii) its own file, if applicable, as enhanced with the IXI Services, or (iii) any list, model, analysis, code or report utilizing or derived from the IXI Services, nor shall Client use or permit the use of the IXI Services in the development of any product or services to be provided to a third party or in the conduct of any marketing campaigns promoting a third party’s product or services.

(b) The IXI Services, in whole or in part, or any derivative thereof, (i) may not be used internally by or on behalf of Client for any purpose related to conducting marketing via electronic or digital media or channels or via cable or satellite television or cellular or wireless devices (“**Digital Channels**”) and (ii) may not be displayed or distributed by or on behalf of Client via Digital Channels. Use of the IXI Services in Digital Channels shall be subject to an additional written agreement.

(c) The IXI Services may not be used by Client as a factor in establishing an individual’s eligibility for credit, insurance, employment, or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“**FCRA**”) or in any way for the purpose of taking “adverse action” against a consumer, as defined in the Equal Credit Opportunity Act, 15 U.S.C. §1691 *et seq.*, and Regulation B.

(d) Client shall not (i) reverse engineer, decompile, decode, modify in any manner or create derivative works from the IXI Services; (ii) conduct any analyses of the IXI Services, except as permitted in this Agreement; (iii) use the IXI Services in connection with building any model or derivative product or service that could serve as a proxy for, or functional equivalent of, the IXI Services; (iv) use the IXI Services, in whole or in part, in the development of an application including, without limitation, applications pertaining to look-ups of people or households, skip-tracing functions or electronic directory assistance applications; or (v) use the IXI Services to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, pornographic or obscene websites, sexual products or services, drugs, weapons, dating websites, credit repair or improvement, or bankruptcy attorney services.

(e) Additional Terms and Conditions Applicable to Fair Isaac Aggregated Scores. Unless otherwise expressly set forth in a separate agreement between the parties for aggregated FICO Scores (“**Aggregated FICO Scores**”), Client shall not use Aggregated FICO Scores for any purpose whatsoever, including, without limitation, copying or otherwise maintaining such Scores electronically or on media of any description, merging the Scores with, or allowing the Scores to become a part of data of any kind belonging to Client or any third party, in any manner analyzing the nature, character or quality of the Scores, or placing the Scores in its aggregated database. Client shall not license, sell, promote, misrepresent or otherwise market the Aggregated FICO Scores to any third party, nor shall Client disassemble, decompile, or in any way reverse engineer the Aggregated FICO Scores, or modify or enhance the Aggregated FICO Scores in any manner whatsoever.

5. Client Representations. Client represents and warrants that it will use the IXI Services in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers’ rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party’s intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing.

6. Communications. Any communications to consumer households or individuals that are developed or undertaken by Client based upon, or through use of the IXI Services shall: (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient’s name, address or email address; (ii) comply with all applicable federal, state, local and foreign laws, statutes, rules and regulations, including those regarding

telemarketing, email, facsimile marketing and customer solicitation, (iii) comply with the relevant Direct Marketing Association guidelines and in a manner that gives due considerations to matters concerning privacy, confidentiality and other issues to which individual and business consumers may be sensitive, (iv) be in good taste in accordance with generally recognized standards of high integrity and (v) not contain any data element obtained from the IXI Services other than those elements which are required or necessary to effect delivery of the communication to the intended recipient thereof. Client shall maintain copies of its communications using the IXI Services for at least twelve (12) month after use by Client and agrees to furnish IXI upon request a copy of all components of such marketing communications.

7. Consumer Inquiries. Client shall be responsible for accepting and responding to any communication initiated by a consumer ("**Consumer Inquiries**") arising out of Client's use of the IXI Services. Client agrees that it will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by Client, and agrees to honor any such request by suppressing such consumer information from Client's marketing solicitations. Client may reference IXI as the source of the data in a written or oral communication to a consumer; provided that Client has notified IXI prior to such communication and has provided IXI with a transcript or copy of the proposed communication. Client shall not otherwise disclose that IXI is the source of the IXI Services. Client shall be responsible for all damages resulting from Client's non-compliance with this section including, without limitation, any applicable special, incidental, indirect, or consequential damages (including punitive damages and damages for loss of goodwill).

8. Service Changes. IXI is obligated to comply with restrictions placed upon the use of the IXI Services by IXI's data suppliers. Client shall comply with all data use restrictions now or hereafter imposed by IXI upon written notice. If compliance with such additional restriction would materially and adversely affect Client's ability to use the IXI Services, Client may, upon thirty (30) days' advance written notice to IXI, direct IXI to cease provided the applicable IXI Services to Client, or terminate the applicable Ordering Document.

9. Marketplace Terms and Conditions

(a) Indemnification. In addition to any indemnification obligations in the Agreement, Client will defend, indemnify, and hold harmless IXI from against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising from or relating to any acts or omissions by Client in its use of the Marketplace.

(b) DISCLAIMER. IXI DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. IXI SHALL NOT BE LIABLE FOR THE DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CLIENT SEPARATELY CONTRACTS. IXI DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS.

10. Effect of Termination. Upon termination of the Agreement or an Ordering Document for IXI Services for any reason (a) IXI shall cease to provide IXI Services to Client; and (b) Client shall immediately (i) pay all accrued and outstanding fees and charges, (ii) discontinue all use of the IXI Services, (iii) delete all IXI Services from its Data and computer systems within sixty (60) days of the effective date of termination, and return to IXI all copies, partial copies and any documentation or materials evidencing the IXI Services, and (iv) certify to IXI in writing that the foregoing has been completed.

11. Pricing/Fees. In the event IXI invoices the Client for the Services, Client will pay IXI the following Fees for the Services provided by IXI.

Exhibit A to IXI Services Schedule

IXI SERVICES

Client's authorized representative **must place his or her initials** in the appropriate blank(s) below to indicate which IXI Service(s) will be ordered by Client. Additional Information Services may be requested with written notice to IXI.

	Income360®	Household's estimated total income up to \$2M - including income from assets
	Affluence Index™	Household-level continuous scoring system to measure and rank estimated consumer capacity to spend, save or invest
	Spending Power™	Households with modeled dollar estimate available to spend, save, or invest after accounting for the fixed expenses of life
	Ability to Pay Index™	Households with a score of estimated economic capacity that incorporates income, spending, and credit
	CreditStyles Pro®	Measures that help marketers differentiate target households based on their likely credit availability, needs and usage

Draft

MARKETPLACE US COMMERCIAL SERVICES SCHEDULE

This Marketplace US Commercial Services Schedule (this “**Schedule**”), by and between Equifax Information Services LLC, an Equifax Affiliate and Client is dated of even date with the Agreement (the “**Effective Date**”). Any terms and conditions in this Schedule that modify or change the terms and conditions of the Agreement shall apply to this Schedule only. All capitalized terms used but not defined in this Schedule shall have the meanings given them in the Agreement.

This Schedule incorporates all of the terms and conditions contained in the Agreement, in their entirety, unless specifically provided herein. The parties to this Schedule are Equifax and Client, and all references to “Equifax” in the Agreement shall be deemed to refer to Equifax for purposes of this Schedule.

1. **Scope of Services.** Equifax shall provide to Client the services ordered, obtained or otherwise arranged through a cloud-based third party data exchange and/or marketplace (“**Marketplace**”) and defined herein, or as set forth on one or more Ordering Documents referencing this Schedule (the “**Services**”).

2. **Term and Termination.** This Schedule will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods, and shall remain in effect as long as there is an Ordering Document with a term then in effect. This Schedule may be terminated in accordance with the Agreement.

3. **License and Limitations.** Equifax grants a non-exclusive license to Client to use the Services only for its internal business purposes and only as described in this Schedule or any Ordering Document. Without limiting the foregoing, in no event may Client use the Services to: (i) evaluate applications for accounts intended to be used primarily for personal, family or household purposes; (ii) to identify the risk of consumer accounts; (iii) locate former or delinquent holders of accounts intended to be used primarily for personal, family or household purposes; or (iv) prevent fraud with respect to accounts intended to be used primarily for personal, family or household purposes. In no event will Client sell, license, rent or otherwise provide the Services or any portion thereof, to any third party. Client will refer the applicant or customer to Equifax whenever the applicant or customer disputes information from the Services. The Services provided by Equifax under this Schedule shall only be used by Client on a rental or license basis in connection with its own direct marketing programs and shall not be (i) sold, rented or otherwise provided by Client to any third party, (ii) used to create yellow or white page printed telephone directories or any electronic directory assistance application, or (iii) used to create any other product or service. The Services may be seeded to detect any unauthorized use or duplication thereof. Client shall not disclose to any other party that Equifax is the source of the Services.

4. **Additional Terms and Conditions Applicable to Scores.** Client may elect to receive one or more online scores (the “**Scores**”). The following terms and conditions apply to the receipt of all Scores received by Client:

(a) ECOA Statements (applies to U.S. Scores only): Subject to the terms below, Equifax reasonably believes that (1) the scoring algorithms used in the computation of the Scores are empirically derived from Commercial credit information, and are a demonstrably and statistically sound method of rank ordering candidates for the purposes for which the Scores were designed particularly, and are intended to be an “empirically derived, demonstrably and statistically sound credit scoring system” as defined in Regulation B; and (2) the scoring algorithms comprising the Scores, except as permitted, do not use a “prohibited basis,” as such phrase is defined in Regulation B. This section and Equifax’s statements herein are contingent on Client’s use of the Score for the purpose for which it was designed, in compliance with this Schedule. Client must validate any Score on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B and will not use any Score in any manner that violates any fair lending laws;

(b) Release: Equifax does not guarantee the predictive value of any Score with respect to any business, and does not intend to characterize any business as to credit capability. Neither, Equifax, nor its directors, officers, employees, agents, subsidiaries and affiliated companies, third party contractors, licensors or suppliers, will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of any Score to accurately predict the creditworthiness of Client’s applicants or customers. In the event Equifax did not correctly apply a Score to any credit file, Equifax’s sole responsibility will be to reprocess the credit file through the applicable scoring model at no additional charge; and

(c) Disclosure of Scores: Client will hold all information received from Equifax in connection with any Scores received from Equifax in strict confidence and will not disclose that information to the subject or to others except as required or permitted by law. Client may provide the principal factors contributing to any Score to the subject of the report when those principal factors are the basis of Client’s adverse action against the subject. Client must describe the principal factors in a manner that complies with Regulation B of the ECOA.

5. **Marketplace Terms and Conditions**

(a) Indemnification. In addition to any indemnification obligations in the Agreement, Client will defend, indemnify, and hold harmless Equifax from against all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising from or relating to any acts or omissions by Client in its use of the Marketplace.

(b) DISCLAIMER. EQUIFAX DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIFAX SHALL NOT BE LIABLE FOR THE DELAYS, INTERRUPTIONS, SERVICE FAILURES OR

OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CLIENT SEPARATELY CONTRACTS. EQUIFAX DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS.

6. Description of Services

B2bConnect™ offers demographic and firmographic information on 100+ million US-based and/or international businesses derived from over 160 data sources.

If applicable, insert description B2B Connect data and related services or delete text

7. Pricing. In the event Equifax invoices the Client for the Services, pricing will be set forth below. In the event Client requests any changes in the specifications or Services set forth in an Order Form, any increased prices and additional charges shall be determined by Equifax and invoiced to Client.

If applicable, insert pricing for B2B Connect data and related services or delete text . Pricing is subject to a five percent (5%) increase for each renewal period.

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