

## EQUIFAX ENTERPRISE MASTER SERVICES AGREEMENT – DATA MARKETPLACES

This Equifax Enterprise Master Services Agreement – Data Marketplaces for Financial Services Data & Analytics Suite (this “**Agreement**”) is entered into as of the last date signed below (the “**Effective Date**”), by and between Equifax Enterprise Services LLC (“**Equifax**”), and <<Insert legal name for business entity>> (“**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) AND TERMS BELOW:**

\_\_\_\_\_ **IXI SERVICES SCHEDULE - ECONOMIC INSIGHTS DATA**

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

3. **Effects of Termination.** Upon expiration or termination of this Agreement in its entirety or any Schedule or Ordering Document for any reason: (a) all license rights granted pursuant to such Schedule or Ordering Document will terminate, (b) Client shall cease all use of the Services and shall delete or otherwise render unusable all copies of the Services in its possession or control and (c) a party shall, upon a written request by the other party, destroy the other party’s Confidential Information (as defined below).

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Client Security.** Client maintains an information security program ("**Program**") that includes appropriate administrative, technical and physical safeguards (collectively, "**Controls**") reasonably designed to: (i) ensure the security and confidentiality of the Services; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information; and (iv) dispose of the information from the Services in a secure manner. Client's Program has been developed in alignment with commercially recognized frameworks. Client agrees that it will maintain the Program throughout the term of the Agreement, and that the Program includes written documentation of the Controls. 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.

12. **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; any modification of, or connection to, the Services made by Client that are not authorized by Equifax; (3) the use, operation, or combination of the Services with software, data, equipment, or materials not provided by Equifax; (4) Client's continuance of allegedly infringing activity after being informed of the infringement and provided with modifications that would avoid the alleged infringement; or (5) any modifications to the Services in compliance with 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.

13. **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 LIABILITY UNDER THIS AGREEMENT, FOR ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, EXCEED THE AMOUNT ACTUALLY RECEIVED BY EQUIFAX FROM CLIENT FOR THE SERVICE CONNECTED WITH THE EVENT WHICH GAVE RISE TO LIABILITY.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 they have 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:

Address: 1550 Peachtree Street NW  
Atlanta, Georgia 30309

## 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 B** of the Agreement 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 (each a "**Renewal Period**"), 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 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.

(c) 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 IXI Schedule; (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.

(d) **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 containing or derived from 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, pricing and pricing terms are set forth in the applicable Order Form. Client will pay IXI the following Fees for the Services provided by IXI.

**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:

Address: 1550 Peachtree Street NW  
Atlanta, Georgia 30309