

Subscriber Agreement Additional Terms and Conditions

These Terms and Conditions are incorporated by reference into the Subscriber Agreement. The Subscriber Agreement, attachments thereto, and these Terms and Conditions (collectively the "Agreement," as may be amended, supplemented and/or modified from time to time), constitute the entire agreement between Subscriber and TRADS. Failure to abide by the terms of the Agreement may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion.

1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber and the persons that Subscriber permits to access the TRADS Services, as well as, where applicable, persons permitted access by such persons ("Permitted Users") a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services. Subscriber agrees its and its Permitted Users' use of the TRADS Services and Services Information will comply with the Subscriber Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives. The terms "Subscriber," "TRADS Services," and "Services Information" as used herein are defined in the underlying Subscriber Agreement.

2. Fees and Payment

Subscriber agrees to pay all charges and fees applicable to the TRADS Services. All accounts are subject to a minimum monthly fee as determined by TRADS' then-current fee schedule. Unless otherwise agreed to in writing between Subscriber and TRADS, all fees and applicable charges may be revised from time to time without notice to Subscriber. All current and future pricing documents and schedules are deemed incorporated herein by reference. Fees and charges not timely paid may result in immediate account suspension and/or termination. Delinquent payment, customer-initiated termination, or suspension due to violations of these Terms and Conditions or TRADS policies and procedures may be subject to additional reconnection fees. To avoid the monthly minimum fees and/or fees and charges set forth in this Agreement and in any executed Pricing Supplement, Subscriber must terminate account prior to the first day of the month. If account is terminated after the first day of the month, the monthly minimum fee and/or monthly fees outlined in the Pricing Supplement will apply; however, no further charges will be incurred. Subscriber will not receive a refund for the remainder the billing month. For any past due outstanding amounts and without limiting any of TRADS' remedies for non-payment or late payment of invoices, invoices not timely paid may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees. Any delinquent Subscriber account may result in TRADS reporting to Dun & Bradstreet or other business credit reporting agencies. Subscriber shall pay any and all costs, taxes (excluding federal and state income taxes on the overall income of TRADS) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the transactions contemplated hereunder, including all interest and penalties, if any.

By providing payment information online and/or directly to TRADS, Subscriber authorizes TRADS to charge credit card or other account designated for such purpose ("Payment Source"). A prior authorization may be requested from the Payment Source during the free trial period to ensure it is valid, but Payment Source will not be charged for usage fees until the end of the first billing month, provided that Subscriber has not cancelled account prior to the end of the free trial. If Subscriber does not cancel account beyond the trial period, account access will automatically continue without interruption and the applicable fee(s) will be billed to the Payment Source. Subscriber will still be responsible for any applicable site visit fee incurred, regardless of whether or not the account has been canceled during or after the free trial. In the event that TRADS is unable to charge Subscriber Payment Source, failure by Subscriber to provide a valid Payment Source in a timely manner may result in account suspension and/or termination. TRADS is not responsible for any overdraft/over-the-limit charges or bank fees resulting from processing of account charges.

3. Audit

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and its Permitted Users and/or perform initial and periodic on-site audits, in each case for the purpose of investigating and confirming that Subscriber and its Permitted Users intend to use the TRADS Services

for a permitted use and that Subscriber and its Permitted Users are acting in accordance with the Subscriber Agreement and applicable law.

Subscriber shall promptly comply (and cause its Permitted Users to comply) with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's and its Permitted Users' use, storage, and disposal of TRADS Services and Services Information. Subscriber shall fully cooperate with such reviews and audits and shall cause its Permitted Users to do the same. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the license, reactivation fees, and/or referral to federal or state regulatory agencies.

4. Gramm-Leach-Bliley Act ("GLBA") Data

If Subscriber or one of its Permitted Users receives TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such Services Information used is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control, or for resolving consumer disputes or inquiries;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

5. Drivers Privacy Protection Act ("DPPA") Data

If Subscriber or one of its Permitted Users receives Services Information subject to DPPA, Subscriber hereby certifies that use such Services Information will only be used for one of the following permitted uses under the DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

6. Fair Credit Reporting Act

TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute a "consumer report," as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Services Information may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

If Subscriber or one of its Permitted Users is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber or its permitted user shall not use TRADS Services to do the following:

Revoke consumer credit.

Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

Subscriber shall not take (and shall cause its Permitted Users not to take) any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than TRADS Services.

7. Driving Violations

If Subscriber or one of its Permitted Users receives any Driving Violations driving record data services (collectively, "Driving Violations Services") in connection with the TRADS Services, Subscriber hereby enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for Drivers History Information Sales LLC ("DHI"), into which the following provisions of these Terms and Conditions are incorporated by reference: Sections 1, 2, 3, 5, 6, 11-22; provided, however, as so incorporated, each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "Services" shall mean "Driving Violations Services". In addition to the foregoing incorporated terms, the following terms and conditions shall apply solely with respect to the Driving Violation Services:

The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information.

Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement.

Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's or one of its permitted user's (i) failure to comply with the terms and conditions of this Agreement, (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information, (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information, or (v) its use of or negligent maintenance of the Services Information.

If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's and its Permitted Users' losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber covenants that neither it nor its Permitted Users will sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to Contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its and its Permitted Users' use of the Services Information. The obligations and responsibilities of DHI and Subscriber created under this Section 7 are solely and exclusively the obligations and responsibilities of such entities.

8. Death Master File ("DMF") Data

Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber and its Permitted Users certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

9. Identity Manager

If Subscriber or one of its Permitted Users receives any non-FCRA fraud prevention products and services (whether Identity Verification, Identity Authentication, Identity Alerts, Fraud Score, Phone Verify, ID Passcode and/or Digital Verification, collectively, "Identity Manager") offered by TRADS, the following additional terms and conditions apply to such TRADS Services:

With respect to each Subscriber or permitted user request for Services Information Identity Manager, Subscriber also hereby certifies that Subscriber and its Permitted Users are the end user of Identity Manager and that Subscriber and its Permitted Users will use Services Information in the Identity Manager only for the following permitted use ("Permitted Use"):

To use in the normal course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

Subscriber shall comply (and cause its Permitted Users to comply with) with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA") and similar and/or associated state laws and regulations, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.

Subscriber and its Permitted Users shall not use Services Information in ID Manager Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the ID Manager Services, against any consumer. For the purposes of this Addendum, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to) use IDMV Service, Identity Alerts, Digital Verification, Phone Verify or ID Passcode, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA").

Digital Verification analyzes the attributes of a device used in a transaction, and provides a rating score and other attributes based on the data analyzed. Digital Verification is provided for Subscriber's internal purposes, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of Digital Verification or the data contained therein; or (ii) attempt to gain unauthorized access to Digital Verification or its related systems or networks.

Subscriber shall not, and shall not permit any permitted user to: (a) copy all or any portion of any Digital Verification materials; (b) decompile, disassemble or otherwise reverse engineer the Digital Verification; (c) modify, translate, or otherwise create any derivative works based upon the Digital Verification; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Digital Verification or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Digital Verification.

If Subscriber or one of Subscriber's Permitted Users elects the option to obtain Secure Sockets Layer Certificate hosting, Subscriber agrees to the following:

Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party Digital Verification service provider, for installation on service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber

represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third party Digital Verification service provider and the third party Digital Verification service provider has the right to install the Certificate on service provider's server cluster as necessary to provide the enhanced profiling service. Subscriber shall defend, indemnify, and hold TRADS, and its representatives, including parents, subsidiaries and affiliates, and the third party Digital Verification service provider harmless from and against any costs, claims, or liabilities arising out of or relating to any inaccuracy in the foregoing representation and warranty.

Subscriber will provide to TRADS for delivery to the third party Digital Verification service provider a list of any information required by the Certificate Authority that may be necessary for the third party Digital Verification service provider to install the Certificate on service provider's server cluster. Any such information provided by the third party Digital Verification service provider constitutes the third party Digital Verification service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions, but no event less than those restrictions Subscriber places on its own confidential information, and such information is sufficiently marked with a legend or similar designation indicating its confidential and proprietary nature.

Subscriber understands that if Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired and the action executed may not be secure or accurate. Subscriber agrees that Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

10. Real-Time Phone Carrier Search

If Subscriber or one of its Permitted Users receives TRADS' Real-Time Phone Carrier Search product as part of the TRADS Services, access to and use of such product shall also be subject the following additional terms and conditions:

Subscriber and its Permitted Users are solely responsible for compliance with all "Do Not Call" or similar laws or regulations in connection with use of the Real-Time Phone Carrier Search product or information obtained therefrom.

Subscriber and its Permitted Users shall use the Real-Time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to): (i) use the Real-Time Phone Carrier Search product or information obtained therefrom in any way that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (ii) use the Real-Time Phone Carrier Search product or information obtained therefrom if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

11. Additional Terms and Conditions for CARFAX Vehicle History Reports

TRADS is making CARFAX Vehicle History Report available through the TRADS Services as a third-party product and/or service. If Subscriber receives a CARFAX Vehicle History Report through the TRADS Services, access to and use of the CARFAX Vehicle History Report is subject to the following additional third-party terms and conditions:

Subscriber and its Permitted Users may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the Fair Credit Reporting Act. Neither Subscriber nor its Permitted Users shall resell, redistribute, compile, alter or disseminate the CARFAX Vehicle History Report in any way to any third party.

DISCLAIMERS AND LIMITATION OF LIABILITY AS TO THE CARFAX Vehicle History Report:

- a. Subscriber and its Permitted Users understands and acknowledges that (i) CARFAX is not a consumer reporting agency and (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

- b. Subscriber and its Permitted Users acknowledges that CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission. Subscriber acknowledges that CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report and CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s).
- c. Subscriber and its Permitted Users acknowledges that information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties. Subscriber and its Permitted Users also acknowledges that there may be a period of time between CARFAX's receipt of information and its inclusion into CARFAX's Vehicle History Service.
- d. Subscriber and its Permitted Users acknowledges that CARFAX does not provide any conclusions regarding the condition of any vehicle. Subscriber and its Permitted Users acknowledges that it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's or its Permitted Users' decisions and transactions using the CARFAX Vehicle History Report.
- e. CARFAX MAKES AND Subscriber RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber or its Permitted Users, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report.

Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report or provide the CARFAX Vehicle History Report. Accordingly, IN NO EVENT SHALL TRADS BE LIABLE IN ANY MANNER WHATSOEVER to Subscriber or other third party FOR ANY CLAIMS, LOSSES, OR LIABILITY OF ANY KIND RELATED TO OR ARISING FROM THE CARFAX VEHICLE HISTORY REPORT.

12. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with (i) Subscriber's and its Permitted Users' use of TRADS Services or any information derived therefrom, (ii) Subscriber's and its Permitted Users' violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's and its Permitted Users breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. Subscriber recognizes that TRADS will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains TRADS data in breach of this Agreement, and therefore, such breach shall be entitled to remedy by injunctive relief, in addition to any and all other relief which may be available at law or at equity.

The TRADS Services are provided "as-is," with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

TRADS reserves the right to add new features and/or data sources to the TRADS Services as well as discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

TRADS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Subscriber or other third parties for, and Subscriber agrees that it and its Permitted Users will not sue for, any claim relating to TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE SUBSCRIBER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES OBTAINED WHICH GIVE RISE TO ANY FIRST SUCH CLAIM.

IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Relationship

The parties are independent contractors. Nothing in this Subscriber Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.

14. Modifications

Modifications to Subscriber Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS.

These Terms and Conditions are subject to change from time to time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

15. Subscriber Change

Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application for access to TRADS Services. Notification of any changes shall be sent via email to accountupdate@tlo.com. Subscriber acknowledges that changes to the business location, classification or other material facts may require additional credentialing review, including but not limited to, a new site visit. TRADS reserves the right to terminate the license to use TRADS Services without further notice, including, upon receipt of any change in Subscriber's status which in TRADS sole discretion would cause the Subscriber to be unable to comply with its obligations under the Agreement.

16. Confidentiality; Reservation of Rights

Subscriber shall (and cause its Permitted Users to) hold in confidence and shall (and shall cause its Permitted Users to) not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Subscriber Agreement, as well as TRADS Services and information derived from the TRADS Services ("Services Information"), and any analyses, compilations and reports derived from any of the foregoing.

Subscriber acknowledges that TRADS has expended considerable time, effort and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Subscriber Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not (and shall cause its Permitted Users not to) use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business

information ("Confidential Information"). Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt under the Subscriber Agreement and these Terms and Conditions (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information or (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party. Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of the Subscriber Agreement and Terms and Conditions and for a period of five (5) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret. In the event that a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of Confidential Information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, without the necessity of proving any actual damages sustained by the disclosing party, and without the requirement of bond or security, as well as monetary damages. Moreover, any such award of relief to the discloser of such Confidential Information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

17. Access/Security Requirements

TRADS Services may only be accessed from within the United States. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber or one of its Permitted Users accesses TRADS Services or Services Information from outside of the United States.

TRADS reserves the right, in its sole discretion, to determine, at a frequency in its sole discretion, the equipment or software required to access the TRADS Services. By way of example and not limitation, requiring that certain web browsers be used for online access to the TRADS Services.

Subscriber and its Permitted Users shall use TRADS Services and Services Information for their exclusive one-time use. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, use, reproduce, re-transmit, re-publish, resell, license, sublicense, reverse engineer, derive other work from, or transfer TRADS Services, Services Information, and/or any information derived from either, for any purpose other than as expressly permitted in this Agreement.

Subscriber shall not use the TRADS Services and/or Services Information for marketing purposes without the prior written consent of TRADS.

Subscriber must (and, as applicable, must ensure that its Permitted Users): (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its Permitted Users, even if such individuals claim to be employees of TRADS; (ii) secure all devices used to access TRADS Services as well as all hard copies and electronic files of Services Information to prevent unauthorized access; (iii) permanently destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; (iv) have their workstations configured to automatically lock after 15 minutes of inactivity, or set online timeout settings for any TRADS Services (including, without limitation, TLOxp®) session to no more than 15 minutes and (v) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be liable for additional charges, in accordance with TRADS' then current pricing for the applicable TRADS Services, in respect of any such unauthorized use.

Subscriber and its Permitted Users are authorized to access the TRADS Services and in no event will Subscribers' or its Permitted Users' use of the TRADS Services be considered unauthorized so long as TRADS has not suspended or terminated the TRADS Services with respect to Subscriber. Subscriber's and its Permitted Users' use of the Services Information must comply with the terms of this Agreement. In the event that Subscriber designates Permitted Users in a way that is inconsistent with its Subscriber Agreement or Pricing Supplement or Subscribers' Permitted Users use the TRADS Services for purposes other than Subscribers' internal business purposes, TRADS reserves the right to immediately suspend or terminate Subscriber's account.

Subscriber represents and warrants that it will conduct, or has conducted, the appropriate level of background screening, including but not limited to, criminal history screening, OFAC verification, and drug testing (where permitted by applicable law), on its Permitted Users prior to access to TRADS Services being granted to its Permitted Users. Subscriber agrees to retain documentation which validates the appropriate level of screening requirements has been completed and allow TRADS to review such documentation upon request. Subscriber further agrees to maintain and follow a written procedure for how it will comply with the screening and permitted user. If the permitted user satisfies the appropriate screening requirements prior to being given access to TRADS Services, but Subscriber subsequently becomes aware of any information that would result in a permitted user failing the appropriate screening requirements, Subscriber shall immediately remove the permitted user's access to TRADS Services

Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or its Permitted Users, whether Subscriber authorized such use or not. Subscriber agrees to ensure all use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or permitted user complies with these online Terms and Conditions, the Subscriber Agreement and applicable law.

Subscriber further agrees to designate an account administrator to ensure compliance with this Agreement by all Permitted Users. Specifically, the account administrator is responsible for (i) allowing only appropriate individuals to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Subscriber and its Permitted Users; (iii) maintaining accurate records of all current Permitted Users with access to TRADS Services, and all former permitted users who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its Permitted Users; (v) ensuring that each of its Permitted Users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a permitted user's access is no longer necessary or a permitted user or is suspected of improper use of TRADS Services. Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Subscriber will promptly (but in no event later than within twenty-four hours of the occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

Subscriber will (i) limit access to TRADS Services to only to its Permitted Users in connection with the duties and obligations under this Agreement; (ii) advise individuals having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in the Subscriber Agreement; (iii) safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) track and monitor its access to TRADS Services; (v) prevent any use not in conformance with this Agreement, (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement, and (vii) in addition to the obligations set forth herein, Subscriber shall take all commercially reasonable measures to prevent unauthorized access to, or use of, TRADS Services or Services Information by any person or entity.

In the event Subscriber will utilize a third party (by way of example and not limitation, an application service provider, platform provider, integrator, or other network provider) for the purpose of transmitting requests for, receiving, hosting, or otherwise performing processing of any kind related to TRADS Services and/or Services

Information, Subscriber shall ensure it has first entered into an agreement with such third party prohibiting such third party's use of, and/or access to, the TRADS Services and Services Information for any purpose other than to the extent necessary to provide such application or network services to Subscriber.

Subscriber shall be solely liable for any of its, Permitted Users, third parties, or other Subscriber agent's or contractor's, actions or omissions, including, but not limited to, any misappropriation or other compromise of TRADS ID's and/or passwords, any misappropriation and/or unauthorized disclosure of TRADS Services and/or Services Information, any security/data breaches (as defined by applicable law), or any misuse of the TRADS Services and/or Services Information in violation of this Agreement or applicable law.

Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall include, but not necessarily be limited to, allowing TRADS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TRADS's prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

Furthermore, Subscriber understands and agrees that its third parties, agents and/or contractors shall not be entitled as a third-party beneficiary or otherwise, to take any action or have any recourse against TRADS in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

18. Conflict

If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Supplement, Terms and Conditions, then Subscriber Agreement.

To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Subscriber Agreement directly against Subscriber.

19. Governing Law; Venue

The Subscriber Agreement and these Terms shall be governed by Delaware law, without reference to its choice of law rules.

Venue for all actions shall be in the United States District Court for the Southern District of Florida or the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The prevailing party in any action shall be entitled to reasonable attorneys' fees and costs.

20. Survival

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

21. Assignment

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

22. Severability

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

23. Injunctive Relief

Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief, without having to post a bond, in addition to any and all other remedies available at law or in equity.

Last Updated: January 2019