

**EXPERIAN  
SUPPLIER STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions (the "STAC Terms") are between Experian Services Corp., with a place of business located at 475 Anton Blvd., Costa Mesa, California 92626 ("Experian Services"), and the entity that has agreed to be bound by these STAC Terms in connection with the process of onboarding such entity as a supplier of Experian Services ("Supplier Contracting Entity") and is effective as of the date on which the Supplier Contracting Entity agreed to be bound by these terms and conditions ("STAC Terms Effective Date"). In addition, or absent the identity of a Supplier Contracting Entity, these STAC Terms are between the applicable Parties as described in Section 1.1 (Scope) below.

**COMMENCEMENT OF SUPPLIER'S PERFORMANCE OF ITS OBLIGATIONS (INCLUDING PROVISION OF PRODUCTS) UNDER A PURCHASE ORDER SHALL BE DEEMED TO BE SUPPLIER'S ACCEPTANCE OF THE APPLICABLE PURCHASE ORDER AND ALL OTHER TERMS AND CONDITION COMPRISING THE AGREEMENT. EXPERIAN RESERVES THE RIGHT TO MODIFY ANY OF THE TERMS AND CONDITIONS OF THE STAC AT ANY TIME, WHICH SHALL BE COMMUNICATED TO SUPPLIER (INCLUDING BY POSTING IN A SUPPLIER PORTAL) AND BE APPLICABLE TO ANY AGREEMENT THAT BECOMES EFFECTIVE FOLLOWING THE EFFECTIVE DATE OF ANY SUCH MODIFICATIONS.**

**1. Agreement.**

1.1 Scope. The STAC Terms contain the standard terms and conditions applicable to Supplier's performance of its obligations to Experian and provision of Products to Experian. Terms and conditions applicable to specific Products may be set forth in individual supplements governing such Products (each, a "Supplement" and together with the STAC Terms, the "STAC"). Any Supplier Entity and any Experian Entity may become parties to a schedule under the STAC, which schedule contains terms and conditions specific to a Product that are in addition to, or otherwise supplement or modify, the STAC, provided that any such modifications only apply to such Product unless otherwise stated therein (each, a "Schedule"). Products may only be ordered pursuant to a purchase order issued by an Experian Entity (each, a "Purchase Order") under the STAC, which Purchase Order may (a) include specifications particular to the provision of a Product and (b) be issued alongside a Schedule, if deemed appropriate by the applicable Parties. Each Purchase Order, together with the STAC Terms, applicable Supplement (if any), applicable Schedule (if any) and any other documents incorporated or referenced in any of the foregoing (all of which are incorporated into the Purchase Order by this reference), constitute the "Agreement" between the Parties specified in the Purchase Order. (For clarity, an "Agreement" may be comprised only of the STAC Terms and a Purchase Order; not every Agreement will have a Supplement or a Schedule or either of them). All references to "Experian" in the Agreement refer to the Experian Entity that is a party to the Agreement, and all references to "Supplier" refer to the Supplier Entity that is a party to the Agreement. Supplier Contracting Entity shall be jointly and severally liable with any other Supplier Entity that is a party to an Agreement. Terms and conditions contained in any Supplier provided or furnished purchase order forms or other similar documents shall not apply to the Products and shall be null and void.

1.2 Order of Precedence. In the event of any conflicting or inconsistent terms, the following order of precedence applies in descending order: (a) the STAC Terms; (b) a Supplement, unless a Supplement expressly states that a particular provision of the Supplement overrides a particular provision of the STAC Terms; (c) a Schedule, unless a Schedule expressly states that a particular provision of the Schedule overrides a particular provision of the STAC Terms or the applicable Supplement(s); (d) a Purchase Order; and (e) any other documents incorporated or referenced in any of the foregoing. For clarity, if an Experian Entity and Supplier Entity agree that a particular provision of a Schedule overrides a particular provision of the STAC Terms or the applicable Supplement(s), such override shall apply only to such Experian Entity and Supplier Entity and to no other Parties.

1.3 Non-Exclusive Relationship; No Minimum or Maximum. The agreement of the Parties to the STAC Terms or any Supplement or Schedule shall not give rise to any commitment on the part of Experian Services or any Experian Entity to purchase any Products. An Experian Entity's commitment to purchase Products shall arise only at such time as an Experian Entity and a Supplier Entity enter into a Purchase Order (and as appropriate a related Schedule) for the applicable Product. Any estimates or forecasts by an Experian Entity are for long range planning purposes only and shall not in any way represent a commitment on the part of any Experian Entity to procure Product. Nothing in the STAC nor any Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, neither the STAC nor any Agreement shall be interpreted to prevent Experian from obtaining from third parties, or providing to itself, any or all of the Products. In addition, nothing in the STAC nor the Agreement shall be construed or interpreted as limiting Experian's right or ability to change the requirements of Experian, move parts of any Services in and out of scope, add or delete recipients of the Products or increase or decrease its demand for Products.

**2. Definitions.**

"Affiliate" means any entity, that now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of the foregoing, "control" means the ownership or power to direct the management, directly or indirectly, of fifty percent (50%) or more of the voting securities or power or equity securities.

"Applicable Law" means all international, federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time and as are, or may be, applicable to a Party's performance of its obligations under the Agreement, including Supplier's provision of any Products to Experian. For clarity, Applicable Law includes Data Protection Laws.

"Confidential Information" means any and all confidential or proprietary information in any form, including: (a) all information marked confidential, restricted or proprietary by a Party or its Affiliates; or (b) any other information that is treated by Discloser (as such term is defined in Section 5.1 of the STAC Terms) as confidential or a trade secret (that is, it is subject to efforts by Discloser that are reasonable under the circumstances to maintain its secrecy) or has been disclosed to Recipient (as such term is defined in Section 5.1 of the STAC Terms) or about which Recipient becomes aware as a result of the provision of the Products or the STAC or Agreement, including any information disclosed orally, or revealed or learned by general observation (provided that the information would be understood to be confidential by a reasonable person under the

circumstances). Supplier agrees that Experian Data received by Supplier in connection with or in the course of performing under the Agreement is the Confidential Information of Experian.

"Data Protection Laws" means all Applicable Law concerning the protection or security of Personal Information, including those concerning the treatment (including the collection, handling, processing, storage, and/or transfer) by Supplier of Experian Data, including Applicable Laws that relate to the security and protection of personally identifiable information, data privacy, trans-border data flow and data protection. Without limiting the generality of the foregoing, "Data Protection Laws" includes the Applicable Laws of the country and local jurisdictions from which the information originated, the Applicable Laws of all countries and local jurisdictions through which the information travels and the Applicable Laws of all countries and local jurisdictions to which the information is directed. With respect to Experian Data that originated with (*i.e.*, was originally collected by, or sourced from) an Experian Entity, the Data Protection Laws applicable to such information shall be deemed to include the Data Protection Laws of the jurisdiction or country in which such Experian Entity is located or organized, whether such information was provided to Supplier directly by the Experian Entity or by or through any Experian Entity.

"Deliverables" means all software (including source code, object code, and executable code), software programming materials, materials, work product, processes, methods, procedures, reports, documentation, requirements documents (including newly created technical and non-technical data embodied therein), specifications, designs, flow charts, notes, outlines, and any and all other work product (including all intermediate and partial versions of any of the foregoing), that are developed, authored, conceived, originated, prepared or otherwise created by Supplier or Supplier's Personnel in connection with the Agreement and all Intellectual Property Rights therein or thereto.

"Documentation" means any documentation in any form whatsoever, including any reports, records, written designs, charts, graphics, specifications, requirements, test cases, user manuals, user guides, operations manuals, training materials, instructions, blueprints, invention disclosures, patterns, flow charts, equipment part lists, drawings or plans.

"Experian" means: (a) Experian Services with respect to the STAC Terms and any Supplement; and (b) with respect to a Schedule or Purchase Order, the Experian Entity that is a party thereto.

"Experian Data" means any information or data (including Personal Information), and other content, in any format that is provided or made available by or on behalf of an Experian Entity or its respective Personnel, including all output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works, based on, derived from or otherwise created using any such data.

"Experian Entity" means, as the context so requires, any or all of Experian Services or an Affiliate of Experian Services.

"Experian Materials" means all Materials that are proprietary to Experian or its licensors, or that are provided or used by Experian in connection with the Agreement or the Products, and all additions, modifications, substitutions, upgrades and enhancements thereto and derivative works therefrom. Supplier agrees that Experian Materials include the Confidential Information of Experian (including Experian Data).

"Experian Policies" means any policies Experian may adopt from time to time, including standards, policies, practices, processes, procedures and controls of Experian regarding safety and health; personal, professional and ethical conduct; Internet and security; and Experian's Supplier Security Requirements, Code of Business Conduct, Travel Policy for Suppliers, and Background Screening Criteria.

"Goods" means any tangible goods, items or materials excluding Hardware.

"Hardware" means all telecommunications, electronic, computing, network, and office and facilities equipment, machinery, and tools. Hardware includes any Documentation provided with or related to the applicable Hardware.

"Intellectual Property Rights" means all intellectual property rights throughout the world (whether arising by statute, common law or other Applicable Law), including all copyrights, copyright registrations and applications, trademark and service mark rights (including trade dress), trademark registrations and applications, service mark registrations and applications, patent rights (including the right to apply therefor), patent applications therefor (including the right to claim priority under applicable international conventions and all applications for, and all extensions, divisions and reissues of any of the foregoing) and all patents issuing thereon, and inventions whether or not patentable, together with all utility and design thereof, trade names, shop rights, mask-work rights, trade secrets, trade dress, moral rights, author's rights, goodwill and other intellectual property rights (including rights to bring claims and causes of action), as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under Applicable Laws.

"Losses" means all claims, settlements, judgments, awards, fines, penalties, interest, liabilities, demands, losses, costs, damages, sanctions, and expenses (including reasonable attorneys' fees and other professionals' fees, disbursements and court costs and other remedies applicable or imposed).

"Materials" means Software, formulae, algorithms, methodologies, processes, procedures, designs, materials, technology, tools, and Hardware, together with all Intellectual Property Rights in or appurtenant to any of the foregoing.

"Parties" means: (a) Experian Services and the Supplier Contracting Entity, with respect to the STAC Terms and any Supplement; and (b) with respect to a Schedule or Purchase Order, the Experian Entity and Supplier Entity that are parties thereto.

"Party" means: (a) Experian Services or the Supplier Contracting Entity, with respect to the STAC Terms and any Supplement; and (b) with respect to a Schedule or Purchase Order, the Experian Entity or Supplier Entity that is a party thereto.

"Personal Information" means information about an identified or identifiable individual as more particularly described in any Applicable Law relating to privacy and the Processing, protection, collection, use, disclosure or distribution of personally identifiable information, personally identifiable healthcare information or personally identifiable financial information or where no such Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic information, static IP address, precise real-time GPS location, and government issued identification number) can be used to identify a specific living natural person.

“Personnel” means a Party’s and its Affiliates’ directors, officers, employees, representatives, agents, auditors, consultants, and Subcontractors.

“Processing” means any operation or set of operations which is performed upon data or information (including Experian Data or Personal Information), whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Products” means the Deliverables, Goods, Hardware, Services, Software, Supplier Materials and any other items, in each case, sold, provided, delivered or licensed by Supplier to Experian under the Agreement or otherwise used by Supplier in connection with Supplier’s performance under the Agreement.

“Services” means any services to be performed or provided under the terms of the Agreement including professional, consulting or development services and the provision of Deliverables, cloud services, support services, maintenance services or other services.

“Software” means all applications programs, source code, object code, executable code, scripts, libraries, operating system software, computer software languages, utilities and other computer programs (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), as well as any Documentation provided with or related to the applicable Software.

“Subcontractor” means a third party or Affiliate of Supplier that may perform or provide, or actually performs or provides, a Product (or any portion thereof) on behalf of Supplier.

“Supplier Entity” means Supplier Contracting Entity and an Affiliate of Supplier Contracting Entity.

“Supplier Materials” means all Materials that are proprietary to Supplier or its licensors or that are provided or used by Supplier in connection with the Agreement or the Products.

### **3. Provision of Products.**

3.1 General. Supplier shall provide, deliver or perform Products in accordance with the applicable Agreement.

3.2 Supplier Personnel. Supplier is responsible for causing and ensuring the compliance of the terms and conditions of the Agreement by Supplier’s Personnel. Supplier shall further be solely responsible and liable to Experian for the supervision, direction, control, and compensation of Supplier’s Personnel, as well as all performance, nonperformance, acts or omissions (including any defaults, negligence or willful misconduct thereof) by Supplier’s Personnel. Experian shall have the right, in its sole and absolute discretion, to, upon notice to Supplier, require Supplier to remove any of Supplier’s Personnel from assignment at Experian. Experian shall not be liable for the removed Personnel’s time for any period after the demand for removal. Immediately following removal of any of Supplier’s Personnel, Supplier shall assign a suitable replacement.

3.3 Subcontractors. Supplier shall obtain Experian’s prior written consent (which Experian may withhold in its sole discretion) before contracting with or otherwise engaging a Subcontractor to perform a Service (or any part of thereof) or provide a Deliverable (or any part thereof), or to delegate or subcontract any portion of its obligations under the Agreement. At Experian’s request, Supplier shall provide any requested information with respect to a proposed or existing Subcontractor (including a Subcontractor’s qualifications and a listing of Subcontractor’s personnel). Experian’s consent to the use of a Subcontractor shall be limited to the Agreement pursuant to which consent was granted and shall not relieve Supplier of any liability or obligation under an Agreement.

3.4 Domestic Performance of the Services; Non-U.S. Access or Use of Experian Confidential Information. All Services contemplated under the Agreement shall be performed by Supplier within the United States, unless otherwise agreed in the applicable Schedule. Except to the extent expressly authorized in a Schedule and only with respect to the Experian Confidential Information necessary for the provision of the Products identified in the applicable Schedule, Supplier shall not access, transfer, export, process or use any Confidential Information of Experian, including Experian Data, outside the United States. Further, for the sake of clarity, except as contemplated in this Section 3.4, Supplier shall not, and shall ensure that Supplier’s Personnel do not, access, directly or indirectly, from, transfer to, or use of any Confidential Information of Experian, including Experian Data, from outside the United States.

3.5 Compliance with Experian Policies. Supplier shall, and shall ensure its Personnel, at all times: (a) conduct themselves in a businesslike manner; (b) comply with all Experian Policies communicated to Supplier and its Personnel; and (c) comply with all Applicable Law. Supplier agrees that Experian Policies may be communicated in writing, orally, or by conspicuous posting at an Experian facility, electronic posting (including by posting at <http://www.experian.com/corporate/suppliers.html>) or other means generally used by Experian to disseminate such information to its employees or contractors. Without limiting the generality of the foregoing, Supplier shall be responsible for the promulgation and distribution of Experian Policies to its Personnel to the extent necessary and appropriate.

3.6 Background Screens. All of Supplier’s Personnel who shall: (a) have access to an Experian network; (b) have access to, or the capability to view or use Experian Confidential Information; or (c) be on Experian premises for more than one day and issued an access badge (for clarity, individuals who are issued visitor badges and are escorted onsite by an Experian staff member for the entirety of their visit do not fall under this criterion) must pass a five panel drug screen, criminal background check, and general background investigation, prior to any access or use by such Personnel. The scope and criteria of the required criminal and general background screenings shall, at minimum, be consistent with Experian Policies, including Experian’s Background Screening Criteria, a copy of which Experian shall provide upon request. Copies of the screening records must be retained in Supplier’s office for a period of three (3) years and may be audited by Experian at any time.

3.7 Business Continuity Plan. Supplier shall implement and maintain a business continuity program that includes documented recovery strategies, plans and procedures, to ensure the Supplier can continue to deliver its Products to Experian within the recovery time and recovery point objectives set forth in the Agreement or if not set forth therein, then as set forth in Experian Policies. Supplier must notify Experian promptly (but not more than twenty-four (24) hours after activation) in any case of invoking business continuity plans for Products provided to

Experian. Supplier shall test its business continuity plan as often as required to reasonably ensure a successful recovery within the committed recovery time objective in the event an actual recovery is required, but no less than once every twelve (12) month period. Experian reserves the right to directly participate in the recovery tests as well as to audit the plans and test results on a regular basis.

3.8 Acceptance Procedures. Experian shall have the right to review and accept or reject all: (a) Products; (b) parts or components of the Services, including the procedures, processes and methodologies underlying the Services; (c) milestones and Deliverables; and (d) any business functionality or requirements, in each case pursuant to the acceptance procedures set forth in the applicable Agreement (or if not specified therein, to the satisfaction of Experian). Under no circumstance shall Experian's failure to provide any review or acceptance of any of the items set forth or referenced in this Section, nor shall use of a Product by Experian, be deemed to mean that Experian has automatically accepted or approved any such item(s).

3.9 Excused Performance. References to Experian's responsibilities under the Agreement (other than Experian's obligation to pay for the Products in accordance with the Agreement), are intended solely for purposes of identifying what is not Supplier's responsibility and shall not under any circumstance constitute grounds for a claim that Experian has breached the Agreement. Supplier's failure to perform its responsibilities under the Agreement shall be excused if and only to the extent such Supplier non-performance is directly caused by Experian's wrongful action or failure to perform its obligations under the Agreement, but only if: (a) Supplier notifies Experian in writing and expeditiously (under the circumstances) of such wrongful action or failure to perform and Supplier's consequent inability to perform under such circumstances; (b) Supplier provides Experian with every reasonable opportunity to correct such wrongful action or failure to perform and thereby avoid such Supplier non-performance; and (c) Supplier uses its best efforts to perform notwithstanding Experian's wrongful action or failure to perform.

#### 4. Fees; Taxes; Payment Terms

4.1 Fees. Experian shall pay Supplier for the Products in the amounts agreed upon and set forth in the applicable Purchase Order or Schedule (if applicable) (the "Fees"). The Fees shall be the entire compensation to which Supplier shall be entitled to under the Agreement, and neither Supplier nor any of Supplier's Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation, fees or amounts, including reimbursements for expenses or taxes. If an Experian Entity and a Supplier Entity agree to a fee schedule covering certain Products for a specified period, then such fee schedule shall apply to the procurement of such Products by the applicable Experian Entities for the period specified in such fee schedule, irrespective of and unaffected by any Supplier fee increases. Further, for purposes of calculating any metrics (including discounts) measured under the Agreement that are based on volume, quantity or other measurement factor, the total volume, quantity or other measurement factor of Experian (e.g., volume of all Products purchased by all of the Experian Entities) shall be counted to determine whether the applicable volume, quantity or other measurement factor has been achieved.

4.2 Expenses. Unless otherwise specified in a Purchase Order or Schedule, Supplier shall be solely responsible for, and shall bear, all costs and expenses related to the performance of Services or provision of Products, and the fulfillment of Supplier's obligations; provided, however, in connection with travel expenses approved in advance in writing by Experian, reasonable and necessary travel and travel-related expenses actually incurred in connection with the performance of the Services shall be reimbursed pursuant to Experian Policies, including Experian's travel policy.

#### 4.3 Taxes.

a. Each Party shall be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its gross or net income or gross receipts. Supplier shall be responsible for and shall bear all taxes and duties, including VAT, payable by Supplier on any goods or services used or consumed by Supplier in providing the Products (including inputs or services obtained from Supplier Subcontractors and/or any Supplier Entity). Supplier shall be responsible for any employment-related taxes of, and with regard to, Supplier's Personnel.

b. Experian shall be responsible for and shall bear all applicable sales, use, excise, personal property, and value added taxes imposed by any federal, state, provincial, or local government, or other taxing authority on the receipt of the Products by Experian.

c. The Parties shall cooperate with each other to minimize any applicable taxes and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets and materials, and notices of assessments). Notwithstanding the foregoing, Supplier shall notify Experian within ninety (90) days of the applicable invoice if taxes were improperly invoiced, thereafter Experian shall have no obligation to remit payment to Supplier for any taxes improperly invoiced by Supplier.

4.4 Invoicing. Supplier shall invoice Experian in accordance with the applicable Schedule or Purchase Order. Experian shall be under no obligation to pay Supplier until Supplier has provided a Correct Invoice (as defined below). Payment shall be due forty-five (45) days from the date of receipt of a Correct Invoice and shall be made electronically (i.e., ACH only). A "Correct Invoice" means an invoice that: (a) is submitted electronically to Experian at APinvoicesUS@Experian.com; (b) attached files are either PDF or TIFF file format only and not embedded into the email, email includes no more than 10 attached pdf's, file size does not exceed 10 MB, file name contains only letters, numbers and spaces, no special characters; (c) contains the following: (i) a pre-printed (not handwritten) Purchase Order number, (ii) an alphanumeric file name (cannot contain any special characters), (iii) a unique invoice number, and (iv) a description sufficient to identify the Product provided and Services performed and any receipts for approved reimbursable expenses; (d) states the correct invoiced amount; and (e) includes any other information reasonably requested by Experian. If an invoice received does not meet the above-listed criteria, then Experian may return such invoice to Supplier for correction and the payment of such invoice shall be subject to reasonable delay in processing and payment. In addition, Experian may deduct from or offset against any payment to Supplier all monies claimed in good faith to be due or becoming due to Experian from Supplier whether in connection with the Agreement or otherwise.

4.5 Stale Invoices. In order to qualify for payment of Fees and expenses, Supplier must submit invoices in the month following the month in which such Fees or expenses became due. Experian shall not be responsible for Fees or expenses submitted more than one hundred twenty (120) days following the month in which such Fees became due or expenses were incurred.

4.6 Disputed Invoices. Upon notice to Supplier, Experian may withhold payments for any item(s) on Supplier's invoice that Experian reasonably disputes. Pending settlement or resolution of the issue(s), Experian's non-payment of these items shall not constitute default by Experian. Under no circumstances shall Supplier suspend or delay its performance of Services and provision of the Products due to non-payment or otherwise.

## **5. Confidentiality Obligations.**

### **5.1 Treatment of Confidential Information.**

a. Each of Supplier and Experian (each referred to as "Recipient" as the context so requires) shall not access, use or disclose the Confidential Information of the other Party (each referred to as "Discloser" as the context so requires) except as expressly permitted by the Agreement, and shall strictly maintain the secrecy and confidentiality of, all Confidential Information of the Discloser. Recipient shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.

b. Recipient may disclose Discloser's Confidential Information as follows: (i) in the case of Experian, to its Affiliates and their respective Personnel who have a need to know; and (ii) in the case of Supplier, to its Personnel only to the extent and provided that such Personnel (A) have a need to know the Confidential Information disclosed to them, (B) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used, and (C) are subject to the substantially similar obligations of confidentiality and non-disclosure as set forth in this Section 5. Recipient hereby assumes full responsibility for the acts and omissions of any party or entity to which it discloses Discloser's Confidential Information, and shall ensure that the Confidential Information is not disclosed or used in contravention of the Agreement. Confidential Information of Supplier and Experian shall remain the sole and exclusive property of the respective Party.

5.2 Exclusions. Except with regard to Experian Data (which remain at all times subject to the obligations of confidentiality set forth in this Section 5), the obligations of confidentiality set forth in Section 5.1 (Treatment of Confidential Information) above do not apply to the extent such information: (a) is already in the public domain or becomes publicly available through no breach of the Agreement by Recipient; (b) that Recipient can demonstrate was independently developed by Recipient without reference to or use of the Confidential Information of Discloser; or (c) is required to be disclosed by Applicable Law or by a court of competent jurisdiction; provided that immediately upon receiving any such request Recipient promptly notifies, if so permitted, Discloser in writing of such requirement to enable Discloser to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

### **5.3 Return/Destruction of Confidential Information.**

a. Upon any termination of the STAC or the Agreement, the completion of all Services or provision of all Products under the applicable Agreement, or the written request of Experian, Supplier shall return or destroy, as Experian may direct in writing, all applicable Confidential Information of Experian (including all Experian Data, Experian Material, and Deliverables in any medium that contains or includes such Confidential Information) and all copies, summaries, abstracts, or other representations of the applicable Confidential Information, in whatever form, in its custody, possession or control. At any time upon Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Section 5.5 (Return/Destruction of Confidential Information). The Supplier shall comply with the requirements of this subsection as promptly as possible (but in no event longer than thirty (30) days from the date of Experian's request), unless otherwise agreed in writing.

b. Experian may keep copies or archived computer system backups of the Supplier's Confidential Information in accordance with record retention policies established for the purpose of compliance with Applicable Laws or to the extent required for exercise of Experian's rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of the Agreement for so long as the same remain in its custody, possession or control.

## **6. Proprietary Rights.**

6.1 Retained Rights. Except as otherwise expressly provided in this Section 6 (Proprietary Rights), in a Supplement, or in a Schedule or Purchase Order issued pursuant hereto, Supplier and its licensors have and shall retain all right, title, and interest in and to Supplier Materials. Experian and its licensors have and shall retain all right, title, and interest in and to all Experian Materials and Experian Confidential Information (including Experian Data).

6.2 Use of Experian Materials. In performance of its obligation under this Agreement, Supplier may have access to Experian Materials. Nothing contained in this Agreement shall be deemed to convey to Supplier or to any other person or entity any Intellectual Property Rights or ownership interest in or to the Experian Materials. Supplier shall: (a) use Experian Materials only as authorized in advance in writing for the specified purposes that Experian authorizes and no other purposes whatsoever; (b) keep Experian Materials in good order and condition; (c) be solely responsible and liable for any loss or damage to the Experian Materials while in the custody, possession or control of Supplier; and (d) immediately at any time upon Experian request (or automatically upon the termination or expiration of this Agreement or the applicable Schedule or Purchase Order for which such Experian Materials were provided), return the Experian Materials to Experian or, only if expressly directed by Experian, destroy the Experian Materials. Upon the termination of this Agreement, Supplier's right to use the Experian Materials shall automatically terminate. Supplier shall not: (x) change, modify, add code or otherwise alter the Experian Materials in any manner; (y) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Experian Materials; or (z) use, transform, modify, or adapt the Experian Materials for use for any other purpose, including use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian's or any Experian Materials. Supplier does not acquire under this Agreement any license to use the Experian Materials in excess of the scope and/or duration described in this Agreement or the applicable Schedule or Purchase Order for which such Experian Materials were provided. At any

time upon the Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Section 6.2.

6.3 Purchase of Goods and Hardware. With respect to Goods, Hardware and other tangible items or materials purchased by Experian and unless otherwise set forth in the applicable Agreement: (a) title to such Goods, Hardware and other tangible items or materials is transferred to Experian upon acceptance by Experian (which acceptance may follow testing or inspection by Experian and must be confirmed in a written notice of acceptance by Experian); and (b) risk of loss, insurance and costs of transport are the sole responsibility of Supplier until any such acceptance by Experian.

6.4 Deliverables. Supplier hereby irrevocably and perpetually assigns, transfers and conveys (and shall assign, transfer and convey), and shall cause Supplier's Personnel to irrevocably and perpetually assign, transfer and convey, to Experian, without further consideration and free and clear of any liens or encumbrances, all of Supplier's right, title and interest in, to and under any and all Deliverables. Supplier acknowledges that Experian and the successors and assigns of Experian have the right to obtain and hold in their own name any patent, copyright, trademark and other Intellectual Property Rights in and to such Deliverables. Supplier hereby unconditionally and irrevocably waives, and shall cause Supplier's Personnel to unconditionally and irrevocably waive, any and all Intellectual Property Rights and moral rights (and other similar rights however denominated in any jurisdiction) that Supplier or any of Supplier's Personnel have or may have in the Deliverables. If any Deliverables includes any works of authorship that qualify as a "work made for hire" as defined in sub-clause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time) or under any similar Law of any non-U.S. jurisdiction, Supplier agrees that Experian owns such work of authorship as a work made for hire under such section. Experian hereby grants to Supplier a worldwide, royalty-free, non-exclusive, revocable, non-transferable license to access and utilize the Deliverables solely to the extent necessary to provide, and solely for the purpose of providing, the Services and such license by Experian to Supplier automatically terminates, without further action required, upon the termination of the engagement or Services to which such license is applicable.

6.5 License to Supplier Materials and Third Party Materials. To the extent any Supplier Materials or any third party Materials are: (a) supplied with, embedded or incorporated into, or made a part of any Products; (b) used in or incorporated into an application program interface or other interface; or (c) necessary for the access or use of any Services, Products, and/or Deliverables, Supplier hereby grants to Experian a worldwide, non-exclusive, irrevocable, perpetual, royalty free, fully paid-up license (with the right to grant sublicenses through multiple tiers) to access, use, copy, maintain, modify, create derivative works of, perform, load, execute, run, compile, build, and display any and all such Supplier Materials and third party Materials in connection with Experian's use or enjoyment of the Products or otherwise for Experian to achieve the intended benefit of the Products so provided. Such license survives the termination of the Agreement for any reason. Supplier shall not supply, embed, incorporate or use any Supplier Materials or third party Materials for which Supplier cannot grant such a license unless otherwise approved by Experian in writing.

6.6 Residual Rights. Supplier shall not prohibit or restrict Experian from developing, using, or providing to others, products, services, inventions, or technologies using its own residual knowledge, even if such products, services, inventions, or technologies include data, functionality, or characteristics that are the same or similar to the Products, or use Materials that are the same or similar to Supplier's Materials, provided that Supplier's Confidential Information is not used.

## **7. Term and Termination.**

7.1 Term. The STAC Terms shall be effective as of the STAC Terms Effective Date and remain in effect until terminated in accordance with the terms hereof. The term of each Supplement, each Schedule and each Agreement shall be effective as of the applicable date accepted by the Parties as the final agreement with respect to the subject matter thereof and shall remain in effect until the earlier of (as applicable): (i) the termination of such Supplement Schedule or Agreement by a Party in accordance with this Section 7 (Term and Termination); (ii) the end of the term specified in such Supplement, Schedule or Agreement; or (c) the acceptance of all applicable Products by Experian, in each case as determined by Experian.

### **7.2 Termination Rights.**

a. Right to Terminate for Material Breach. Each of the following shall be deemed a material breach of any of the STAC Terms, Supplement, Schedule and Agreement by Supplier, and Experian has the right, in its sole discretion, to terminate any of them, in whole or part: (a) Supplier's material breach of any representation, warranty, covenant, duty, responsibility, or obligation if such breach is not curable, or if such breach is curable and is not cured within thirty (30) days, in each case following receipt of written notice of such breach; (b) Supplier's failure to meet a date designated as a "Critical Milestone Date" in the Agreement without any opportunity to cure it being acknowledged that time is of the essence with respect to any such dates; (c) Supplier's multiple non-material breaches of any of its representations, warranties, covenants, duties, responsibilities or obligations which collectively constitute a material breach and that are not all cured within thirty (30) days following receipt of written notice of the collective material breach (provided, that additional individual breaches by Supplier after the initial cure shall immediately give rise to a right to terminate without any cure period); or (d) Supplier's failure to comply or perform with respect to any of the following (without any opportunity to cure except as authorized by Experian in writing in its sole discretion): Section 3.4 (Domestic Performance of the Services; Non-U.S. Use or Access), Section 5 (Confidentiality Obligations), or Section 8 (Representations and Warranties).

c. Experian Right to Terminate for Financial Considerations. Experian has the right to terminate the any of the STAC Terms, Supplement, Schedule and Agreement effective upon the provision of written notice, if Supplier's performance or financial position has deteriorated to such an extent that, in the reasonable opinion of Experian, Supplier's capability to adequately fulfill its obligations under the Agreement(s) has been placed in jeopardy (including actual or potential bankruptcy of Supplier).

d. Experian Right to Terminate for Convenience. Experian has the right to terminate for convenience any of the STAC Terms, Supplement, Schedule and Agreement effective upon the provision of no less than ten (10) business days' written notice.

e. Limited Supplier Right of Termination. Supplier may, by giving written notice to Experian, terminate the Agreement as of the effective date of termination specified in the termination notice (which date must be within three (3) months following Experian's failure to pay that triggered the event of termination) only if Experian fails to: (a) pay when due undisputed amounts under the Agreement totaling at

least three (3) months of fees; and (b) make payment of such amounts within sixty (60) days after Experian's receipt of written notice from Supplier of the failure to make such payment, which written notice must specify that it is an "INTENT TO TERMINATE NOTICE PURSUANT TO SECTION 7.2(e) OF THE STAC." For clarity, this Section provides Supplier's only termination right under the Agreement.

### 7.3 Impacts of Termination.

a. Unless otherwise agreed in writing between the Parties, the termination of any of the STAC Terms, Supplement, Schedule and Agreement shall not result in the termination of any other Supplement, Schedule or Purchase Order, each such Agreement being terminable in accordance with the terms thereof; provided, however, in the event of Experian's termination of any Agreement due to breach by Supplier, Experian Services has the right, on behalf of itself or any Experian Entity, to terminate any and all other Agreements and to pursue all other rights and remedies at law or in equity. The timeframe for a Party to cure any breach of the terms of the Agreement shall not be tolled by the pendency of any dispute resolution procedures.

b. No termination of the STAC Terms or the Agreement shall affect any rights, obligations, or liabilities of either Party which have accrued before such termination. No termination fees, charges, amounts, or penalties shall be payable by Experian in connection with any termination or the expiration of the Agreement, in any case in whole or part, and in no event shall Experian be liable for any fees, penalties, liabilities, losses, costs, damages or expenses with regard to any Experian termination except for any fees for Products actually provided by Supplier to Experian.

7.4 Transition Services. In the event of any termination of any of the STAC Terms, Supplement, Schedule and Agreement, at Experian's written request, Supplier shall provide reasonable transition services either directly to Experian or its designated third party to transition any work in progress or other Services that need to be continued after such termination. Such transition services shall be at no additional cost and shall include providing detailed instructions, list of parts, Subcontractors or other elements then existing necessary to complete the work or continue use of the Products. Supplier shall reasonably cooperate with Experian and its designated third party, if any, so that the transfer of any work in progress or other Services on termination is achieved with the minimum of disruption to Experian and the Products to which the termination applies.

7.5 Continued Performance. The Parties agree to continue performing their respective obligations under the Agreement during the pendency of any dispute, unless and until the dispute is resolved or until the Agreement is terminated. In addition to the foregoing, under no circumstances shall Supplier repudiate the Agreement, in whole or part, or otherwise refuse to perform all or any portion of the Agreement. Supplier further agrees that, in the event of any dispute with Experian regarding an alleged breach of the Agreement, Supplier shall not use any type of physical or electronic means to prevent or interfere with Experian's access and use of any Products. Supplier expressly acknowledges and agrees that it shall not deny, withdraw, or restrict Supplier's provision of Products to Experian under the Agreement or the STAC Terms.

## 8. Representations and Warranties.

8.1 Performance of Services and Deliverables. Supplier represents and warrants that: (a) Supplier's Personnel have the skills, resources and expertise to provide and shall provide all Services and Deliverables in accordance with the terms and conditions of the Agreement; (b) without limiting the generality of the foregoing, the provision of all Services and Deliverables under the Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity; provided, however, that where the Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance; and (c) all Deliverable shall operate, in all material respects, in accordance with the applicable Documentation.

8.3 Hardware. Supplier represents and warrants that, unless another period is set forth in a Schedule, for a period of twelve (12) months following acceptance of the applicable Hardware, the Hardware shall function and perform, in all material respects, in accordance with the applicable Documentation. In the event of a breach of this Section, Experian shall have the right to (a) direct Supplier to remedy the breach as quickly as possible by modifying or replacing the Hardware so that it complies with the requirements of this Section, or (b) if such remedy cannot be completed to Experian's satisfaction within thirty (30) calendar days following the date on which Experian first notifies Supplier of the defect, require Supplier to refund to Experian all amounts paid with respect to all of the affected Hardware (including any fees for installation, implementation, training, support and maintenance), upon receipt of which the Hardware shall be returned and the Agreement shall terminate with respect to such Hardware.

8.3 Intellectual Property Rights. Supplier represents and warrants that: (a) the Supplier Materials, Products and any component thereof, do not and shall not infringe, misappropriate or violate any Intellectual Property Right of any third party; (b) Supplier has the right to grant the rights and licenses granted to Experian in the Agreement; and (c) Supplier is the owner of or authorized to use all Supplier Materials used or furnished by Supplier in connection with the Agreement or in providing the Supplier Materials, Products and any component thereof.

8.4 Compliance with Applicable Laws. Supplier represents and warrants that Supplier is acting, and covenants that it shall at all times be acting, in compliance with any Applicable Law in connection with the performance of its obligations. Supplier represents and warrants it has, and shall obtain (if necessary) any licenses, permits, rights, consents, franchises or governmental authorizations necessary for any of the provision and performance of the Products, the ownership of its properties, the conduct of its business, the consummation of the transactions contemplated by the Agreement and the performance of its obligations hereunder.

8.5 Legal and Corporate Authority. Supplier represents and warrants that: (a) Supplier is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) Supplier has and shall maintain all necessary rights, powers and authority, including all permits and licenses required, to enter into and perform the Agreement and to grant any and all rights or licenses granted or required to be granted by Supplier under the Agreement; (c) the execution and performance of the Agreement by Supplier shall not conflict with or violate any Applicable Law and shall not breach any agreement, covenant, court order, judgment or decree to which Supplier is a party or by which it is bound; and (d) there is no pending or threatened claim or suit that might adversely affect Supplier's ability to perform its obligations under the Agreement.

8.6 Warranty Disclaimer. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, EXPERIAN PROVIDES ONLY THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY.

## 9. Indemnification.

9.1 General Supplier Indemnifications. To the fullest extent permitted by Applicable Law, Supplier shall defend, indemnify and hold harmless the Experian Entities, their respective Personnel, and their landlords at the premises where operations shall be performed (collectively, "Experian Indemnified Parties") from and against any and all Losses that the Experian Indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the Experian Indemnified Parties based on, relating to or arising in connection with any actual, threatened or alleged third party claim, action, suit, proceeding or investigation ("Action") based on, arising in connection with, relating to or pertaining to any of the following: (a) the acts, errors or omissions of Supplier and its Affiliates and their Personnel (including Subcontractors) or anyone for whose acts any of them may be liable, including any actual or alleged acts, errors or omissions that that constitutes negligence, gross negligence, willful misconduct and/or fraud; (b) bodily injury or death, damage to personal or real property or any other related damage; (c) the breach or violation of any terms of the Agreement; (d) any breach of any Applicable Law by Supplier or any of Supplier's Personnel; and (e) any Supplier's Personnel, Supplier Affiliates or Subcontractors asserting rights or claims under the Agreement.

9.2 Supplier IP Indemnity. In addition, to the fullest extent permitted by Applicable Law, Supplier shall defend, indemnify and hold harmless the Experian Indemnified Parties from and against, and shall pay any and all Losses that the Experian Indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the Experian Indemnified Parties based on, relating to or arising in connection with any actual, threatened or alleged Action that any of the: (a) Products or any other services, Materials, technologies, techniques or products used by Supplier to provide the Products; and (b) the access, receipt or use by any Experian Indemnified Party of any of the foregoing items referenced in subsection (a) (collectively referred to as "Supplier Items"); infringes, misappropriates or violates any Intellectual Property Rights of a third party, alone or in combination with any other products, Hardware, Software, Materials, processes, methods, data, or services. In addition, if any of the Experian Indemnified Parties' right to use, receive or enjoy any Supplier Items, is enjoined or appears likely to be enjoined, Supplier promptly shall, at Supplier's sole cost and expense and in such a manner as to not disturb or adversely impact the Experian Indemnified Parties' business activities and rights under the Agreement, do one of the following: (c) obtain for the Experian Indemnified Parties the right to continue receiving and using such Supplier Items free of claims of infringement, misappropriation and violation; (d) modify the applicable Supplier Items so that they no longer infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the Supplier Items or adversely affect the Experian Indemnified Parties' intended use as contemplated by the Agreement); or (e) replace the Supplier Items with non-infringing, non-misappropriating and non-violating functional equivalents acceptable to the Experian Indemnified Parties. If Supplier is unable to perform under subparts (c), (d), or (e) above, the Experian Indemnified Parties shall have the right, at their option and without prejudice to any other rights or remedies that the Experian Indemnified Parties have in contract, law or equity: (f) to terminate the Agreement or relevant purchase or funding commitments under the Agreement; and/or (g) to require Supplier, as applicable, to remove, accept return of, or discontinue the provision of the Products, to refund to the Experian Indemnified Parties the purchase price thereof or other monies paid therefor, and to reimburse the Experian Indemnified Parties for any and all reasonable out-of-pocket expenses of removing, returning, or discontinuing use of such Products.

9.3 Procedure. If an Experian Indemnified Party seeks indemnification under the Agreement, the Experian Indemnified Party agrees to: (a) promptly give notice to Supplier concerning the existence of an Action; (b) except to the extent and subject to the conditions below, grant authority to Supplier to defend or settle any related action or claim; and (c) provide, at Supplier's expense, such information, cooperation and assistance to Supplier as may be reasonably necessary for Supplier to defend or settle the claim or action. Notwithstanding subsection 9.3(a) above, an Experian Indemnified Party's failure to give notice shall not constitute a waiver of the Experian Indemnified Party's right to indemnification or otherwise relieve Supplier of its indemnification obligations, except to the extent that Supplier can show that such failure or delay actually and materially prejudiced Supplier. Further, and notwithstanding subsection 9.3(b) above or anything to the contrary set forth in the Agreement: (w) an Experian Indemnified Party shall be entitled to control any defense involving an Action brought by a governmental authority, regulatory agency or customer of Experian and Supplier shall reimburse the Experian Indemnified Parties for any reasonable attorneys' fees and related costs; (x) an Experian Indemnified Party shall be entitled to participate, at its own expense, in any defense and settlement directly or through counsel of its choice; (y) Supplier shall not enter into any settlement agreement without the Experian Indemnified Parties' prior written consent unless such settlement provides Experian with a complete release without imposing any additional costs or obligations on Experian or any Experian Indemnified Party, does not require admission of guilt or liability by or on behalf of Experian or the Experian Indemnified Party, does not require any admissions (including regarding any Intellectual Property Rights), and does not require any modifications of the Products or any other Experian products or services; and (z) Supplier shall retain as its lead counsel, subject to Experian's request to defend and approval of such counsel, one or more competent attorneys from a nationally recognized law firm who have significant experience in litigating claims of the type at issue.

**10. Limitation of Liability.** SUPPLIER AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY EXPERIAN TO SUPPLIER UNDER THE AGREEMENT FOR THE PARTICULAR PRODUCTS THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES. SUPPLIER FURTHER AGREES THAT THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN OR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EXPERIAN BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS, OR LOSS OF PROFITS, OR WILLFUL INFRINGEMENT BY EXPERIAN, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF EXPERIAN IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

## 11. Insurance.

11.1 Supplier shall maintain at Supplier's cost and expense: (a) commercial general liability insurance (including (i) premises and operations, (ii) products/completed operations, and (iii) contractual liability), with a limit of not less than \$5,000,000 each occurrence; (b) business automobile liability insurance, with a limit of not less than \$1,000,000, combined single limit per accident, applicable to all owned, non-owned, and hired vehicles; (c) professional liability insurance (including privacy and cyber liability insurance) with a limit of not less than \$1,000,000 for each occurrence, provided however, if the Products involve any of Experian's credit or production systems or applications, the limit required for each occurrence shall be no less than \$5,000,000; (d) employee dishonesty (fidelity) insurance with a limit of not less than \$1,000,000 each occurrence; and (e) workers compensation and employers liability coverage providing statutory workers compensation benefits as required by Applicable Law and employers liability limits of \$1,000,000.

11.2 Supplier's policies shall cover persons and entities for whose acts Supplier may be liable, activities performed hereunder, the Products provided hereunder and all contractual obligations undertaken by Supplier in the Agreement. Experian shall have the right to terminate these STAC Terms or the Agreement for material breach if Supplier fails to maintain the required insurance types and levels. Experian and its Affiliates (and the stockholders, partners, directors, officers, employees and agents of each) shall be included as additional insureds in Supplier's general liability policy. Where an umbrella liability policy is used in part to provide the limit required herein, the umbrella policy shall be at least as broad as the underlying policy.

11.3 Supplier shall provide to Experian a certificate, or certificates of insurance from the insurance company(ies) having a Best's rating of A-:VIII or better, licensed in the state(s) in which the Products or Supplier Materials are to be provided, delivered or used, signed by an authorized agent or employee of the insurance company, evidencing insurance as required herein, upon execution of the Agreement at Experian Services Corp., 475 Anton Blvd., Costa Mesa, California 92626, or 714-830-2414, Attention: Global Sourcing. Supplier shall notify Experian at least thirty (30) days prior to a material change in or cancellation or non-renewal of any insurance required under the Agreement. All insurance provided by the Supplier shall be primary and shall not contribute with other insurance available to Experian, with respect to Experian as an additional insured or any other insurance maintained by Experian.

11.4 By requiring insurance herein, Experian does not represent that coverage and limits shall necessarily be adequate to protect the Supplier and such coverage and limits are not and shall not be deemed as a limitation on Suppliers liability. If there is a deductible or self-insured retention on any of the required insurance coverage, Supplier shall bear and be solely responsible for payment of the deductible or self-insured retention for all claims, including coverage where Experian is an additional insured. For all policies where Experian is an additional insured, the policy shall contain a separation of insureds provision.

11.5 All the insurance required herein shall provide that Supplier and its insurer have waived all rights of recovery and subrogation against Experian and its Affiliates, and the stockholders or partners, directors, officers, employees and agents of all of them. Where a specific endorsement or agreement by the insurer is required to effect a waiver of subrogation against all Parties stated herein, Supplier shall secure such agreement to waive subrogation in writing.

## 12. General Provisions

12.1 Audits. During the term of the Agreement and for seven (7) years following the expiration and non-renewal or termination of these STAC Terms or the Agreement, whichever is longer, Experian shall have the right to conduct audits and inspections of Supplier (including any Supplier Personnel and any Subcontractors) to ensure compliance with the terms of the Agreement, including: (a) examine and verify the integrity of the Supplier systems that process, store, support and transmit Experian Confidential Information; (b) examine the internal controls (e.g., information technology, human resources, finance and accounting, procurement, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (c) verify the accuracy and completeness of fees, costs and expenses charged to Experian; (d) examine the financial controls, processes and procedures utilized by Supplier; (e) examine and verify Supplier's performance of its obligations (including the provision of a Product or performance of a Service); and (f) enable Experian to meet its obligations pursuant to or under Applicable Law or to comply with its regulator, contractual or other requirements. Supplier shall provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for the foregoing purpose. In addition, at any time, upon Experian's request, Supplier shall provide a completed audited statement of the financial condition of Supplier's organization, including: (y) audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and (z) the most recent financial interim statement.

12.2 Public Announcements. Without prior written consent from Experian's Vice President of Procurement or Vice President of Public Affairs, which may be withheld in Experian's sole discretion, Supplier shall not (orally or in writing) publicly disclose, issue any press release or make any other public statement or otherwise communicate with a third party, including any advertising or marketing materials, concerning: (a) the existence of this relationship, (b) the existence or terms of an agreement with Experian (including these STAC Terms), or (c) the existence of any Products provided hereunder. Experian shall have the right to use Supplier's logo for internal marketing purposes.

12.3 Third Party Rights. Persons or entities who are not a party to the Agreement (other than Experian's Affiliates or Experian Indemnified Parties, as applicable) shall not have any rights under the Agreement and the Parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to the Agreement or a permitted assignee of such Party.

12.4 Relationship of the Parties. Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in the Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Supplier and Experian, nor authorize either Party to act as agent for the other. No Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

12.5 Notices. Any notice required or permitted to be delivered pursuant to these STAC Terms or the Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) upon electronic confirmation of delivery if sent via electronic mail; or (c)

three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addresses set out on the first paragraph of these STAC Terms or to such other address as may be specified by either Party hereto upon notice given to the other Party. For purposes of subsection (b), electronic mail to Experian shall be sent to NApurchase@experian.com and to Supplier at the address for Supplier identified by Supplier in connection with the process for onboarding Supplier as a supplier for Experian Services (or if no address is on record, then the address specified in the Purchase Order or Agreement to which the particular matter relates; however, if the matter relates to more than one Agreement, notice may be sent to Supplier's principal place of business).

12.6 Remedies. Each Party acknowledges that, in the event of Supplier's breach of Section 3.3 (Domestic Performance of Services; Non-U.S. Access or Use of Experian Confidential Information), Section 3.4 (Compliance with Experian's Supplier Policies), Section 7.4 (Transition Services), or Section 7.5 (Continued Performance), or either Party's breach of Section 5 (Confidentiality Obligations), the Party claiming breach by the other Party may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. It is accordingly agreed that the Party claiming breach by the other Party, in addition to any other remedy to which it may be entitled, shall be entitled to seek injunctive relief and such other equitable relief as a court of competent jurisdiction may order to prevent breaches of, and to compel specific performance of, the obligations of the applicable provisions. Each Party hereby waives any requirement for the securing or posting of any bond in connection with any such remedy. Except as otherwise expressly provided in the Agreement, the rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law, equity or the Agreement. Notwithstanding anything contained in the Agreement, Supplier expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any Product without due process of law.

12.7 Export Control. Each Party shall comply with applicable export control and related Applicable Laws of the United States and any jurisdiction in which Products are purchased or from which Products originate or are shipped, including the Export Administration Regulations and the regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control (collectively, "Export Control Laws"). Supplier shall notify Experian in writing if any of the following applies: (a) the Products (regardless of whether it is embedded) contains or may contain encryption, password protection, anti-virus protection, or any other information security; (b) the Product or technical data are or may be "controlled" for export or re-export, where "controlled" has the meaning as set forth in Export Administration Regulations (or comparable regulations of another applicable jurisdiction); and (c) the Product or technical data is or may be subject to Export Control Laws other than the Export Administration Regulations (or comparable regulations of another applicable jurisdiction). Supplier shall provide Experian with reasonable cooperation and information to assist Experian in complying with any licensing or other requirements that may be imposed under Export Control Laws.

12.8 Successors and Assigns. These STAC Terms and the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assignees. These STAC Terms and the Agreement may not be assigned, transferred (by operation of law or otherwise), shared or divided in whole or in part by Supplier without Experian's prior written consent. Without the prior consent of Supplier, Experian may assign or transfer these STAC Terms or any Agreement or any of its rights under thereunder to any of its Affiliates or to any entity that acquires the STAC Terms, the applicable Agreement or any rights thereunder.

12.9 Choice of Law; Venue. These STAC Terms and the Agreement shall be governed by and construed in accordance with the internal substantive laws of the state of California, without giving effect to any choices of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, proceeding brought by a Party in any way arising out of or relating to the STAC or any Agreement shall be brought solely and exclusively in the federal or state courts located in Orange County, California, and each Party irrevocably accepts and submits to the sole and exclusive personal jurisdiction of such courts, generally and unconditionally with respect to any action, suit or proceeding brought by or against it by the other Party, and waives any objection to the venue or jurisdiction of those courts. Supplier shall maintain a registered agent for service of process with a street address in the state of California or the state of its primary location. The prevailing Party shall be entitled to all expenses, including attorneys' fees and costs, incurred in connection with any dispute hereunder including mediation, arbitration, lawsuit, appeal, bankruptcy proceedings, or other actions. Experian Services reserves the right to bring any claims on behalf of itself and any other Experian Entities against Supplier Contracting Entity or any other Supplier Entity, it being acknowledged that any claims against a Supplier Entity may be brought solely against Supplier Contracting Entity. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The Parties hereby agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form.

12.10 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of these STAC Terms or the Agreement. Use of the term "days" means "calendar days" unless otherwise specified. In the Agreement (except where context otherwise requires), the words "include," "includes" or "including" are to be construed as if they are immediately followed by the words "without limitation" or "but not limited to"; and any use of the singular includes the plural and vice versa. The Agreement has been prepared jointly and shall not be strictly construed against a Party. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of the Agreement.

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

12.12 Survival. The provisions of Sections 1 (Agreement), 2 (Definitions), 5 (Confidentiality Obligations), 6 (Proprietary Rights), 7 (Term and Termination), 9 (Indemnification), 10 (Limitation of Liability) and 12 (General Provisions), in addition to any other provisions of the STAC

Terms or the Agreement that would normally survive termination, shall survive termination of these STAC Terms and/or the Agreement for any reason.

12.13 Bankruptcy Protection. All rights and licenses granted under or pursuant to the Agreement (including these STAC Terms) by Supplier to Experian are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the Bankruptcy Code, licenses to rights to "intellectual property" as defined under the Bankruptcy Code and the Products provided under the licenses herein are embodiments of and include such "intellectual property". The Parties agree that Experian, as licensee of such rights under the Agreement (including these STAC Terms), shall retain and has the right to fully exercise all of its rights and remedies available to it under the Bankruptcy Code, including Section 365(n) thereof. Further, Supplier agrees to provide Experian written notice of any potential bankruptcy filing by Supplier at least thirty (30) days before such filing or any third party threatening or mentioning the filing of an involuntary bankruptcy petition within five (5) days of such third-party threats or mentions. In order to secure the rights Supplier has agreed to grant to Experian herein, Supplier hereby grants to Experian a continuing security interest in and a lien on: (a) the Products and Supplier Materials, including all Intellectual Property Rights therein; (b) any recoveries from litigation involving such Intellectual Property Rights, including any judgments, amounts paid in settlement, insurance proceeds, and awards of attorneys' fees and costs; (c) the Agreement; and (d) any other proceeds of such Intellectual Property Rights (collectively, the "Collateral"). In addition, Experian takes a purchase money security interest in any payments made by Experian under the Agreement. This lien attaches on the STAC Terms Effective Date.

12.14 Further Assurances. Without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of the STAC and any Agreement.

12.15 Authority to Sign. Each Party represents to the other Party that (a) the person signing the STAC and any Agreement (including any Schedule and Purchase Order) has all right, power and authority to sign such document on behalf of such Party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder.

12.16 Counterparts; Electronically Transmitted Documents and Signatures. The STAC and any Agreement may be executed in one or more counterparts, each of which are deemed an original and all of which together constitute one and the same instrument, it being understood that the Parties need not sign the same counterpart. An electronic signature or a manual signature on the STAC or any Agreement, which image (in either case) is transmitted electronically, shall constitute an original signature for all purposes. The delivery of the STAC or any Agreement, including signature pages, may be transmitted or exchanged by the Parties by way of exchanging (a) signed originals, (b) facsimile transmission, (c) by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format (PDF) via email, or (d) any combination of any such means, and the Parties hereby adopt as original any such documents received. Delivery of such documents by facsimile transmission or by any other electronic means shall have the same effect as physical delivery of the paper document bearing the original signature.

12.17 Complete Agreement. The STAC, as supplemented or amended by as contemplated herein, sets forth the entire understanding of Supplier Contracting Entity and Experian Services with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any Personnel of either Party relating thereto. Each Agreement, as supplemented or amended as contemplated herein or therein, sets forth the entire understanding of the applicable Supplier Entity and Experian Entity with respect to the subject matter thereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any Personnel of either Party relating thereto.