



## EXPERIAN PURCHASE ORDER TERMS AND CONDITIONS – US

These Purchase Order Terms and Conditions (the "PO Terms") are between Experian Services Corp., with a place of business located at 475 Anton Blvd., Costa Mesa, California 92626 ("Experian"), and the entity identified in the purchase order (the "Supplier"). Supplier has agreed to be bound by these PO Terms for the provision of Products and Services and is effective as of the date on which the purchase order is issued by Experian to Supplier ("PO Terms Effective Date"). Collectively, these PO Terms and the Purchase Order are herein referred to as the "Agreement". Experian and Supplier may each sometimes be referred to hereinafter as a "Party" and jointly as the "Parties".

COMMENCEMENT OF SUPPLIER'S PERFORMANCE OF ITS OBLIGATIONS (INCLUDING PROVISION OF PRODUCTS) UNDER A PURCHASE ORDER HEREUNDER SHALL BE DEEMED TO BE SUPPLIER'S ACCEPTANCE OF THE APPLICABLE PURCHASE ORDER AND ALL OTHER TERMS AND CONDITIONS COMPRISING THE AGREEMENT.

### 1. 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.

"Confidential Information" means any and all information in any form (a) marked confidential, restricted or proprietary or similar legend; or (b) given the nature of the information or the circumstances surrounding its disclosure would be understood to be confidential by a reasonable person whether such information is disclosed orally, in writing or electronically or revealed or learned by general observation. Supplier agrees that the PO and the PO Terms, and all Experian Data and Materials are and shall remain the Confidential Information of Experian.

"Disabling Code" means any virus, worm, trap door, back door, timer, clock, time bomb, Trojan horse, drop-dead device, security vulnerability, counter or other limiting routine, instruction or design that is designed to erase or damage data or programming or otherwise to cause any Software or other Products, to become inoperable or incapable of being used in the full manner for which it was designed and created.

"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 Data" means any electronic data and content, including Personal Information, of Experian, that (i) is provided or made available by or on behalf of Experian or its Affiliates to Supplier under the Purchase Order for the purposes of performing Services thereunder or otherwise collected, generated, or received by Supplier in connection with the Agreement; or (b) results or arises from access or use of the same by or on behalf of Experian or its Affiliates, including any end user profile, visit, session, impression, click through or click stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing. All output, copies, reproductions, improvements, modifications, adaptations, reports, translations and other derivative works of, based on, derived from or otherwise created using any Experian Data are themselves also Experian Data. For the avoidance of doubt, Experian Data includes Personal Information but does not include any component of the Services or Material provided by or on behalf of Supplier.

"Experian Policies" means policies, procedures and rules of Experian regarding (a) safety and health; (b) personal, professional and ethical conduct; and (c) Internet and security. Experian Policies shall include the Experian Security Requirements, Background Screening Criteria ("Screenings"), Experian's Code of Business Conduct, Supplier Diversity Reporting and Travel Policy for Suppliers all of which Experian currently posts at [www.experian.com/corporate/suppliers.html](http://www.experian.com/corporate/suppliers.html), which may be modified by Experian from time to time.

"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, and tools, together with all Intellectual Property Rights in or appurtenant to any of the foregoing and all additions, modifications, substitutions, upgrades and enhancements thereto and derivative works therefrom.

"Personal Information" means information about an identified or identifiable individual, consumer or household as more particularly described in any applicable law relating to privacy and the use, 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.

"Products" means any tangible goods, items or materials including, without limitation, electronic, computing, network, and office and facilities equipment, machinery, and tools and any other such items to be purchased or licensed pursuant to the Purchase Order.

"Professional Services" means consulting, development, or training services to be provided pursuant to the Purchase Order.

"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, access, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Services" means any services to be performed or provided under the terms of the Agreement including Professional Services, training 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, but excluding Software as a Service.

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

## **2. Supplier Obligations.**

2.1. **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 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.

2.2. **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 thereof), or to delegate or subcontract any portion of its obligations under the Agreement. Supplier shall ensure each Supplier Subcontractor complies with all relevant terms of the Agreement, including all provisions relating to Experian Data, Personal Information, or other Confidential Information of Experian. Supplier shall remain responsible and liable for any and all acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Supplier.

2.3. **Compliance with Experian Policies and Applicable Law.** Supplier shall, and shall ensure its Personnel, at all times (i) conduct themselves in a businesslike manner; (ii) comply with all Experian Policies; (iii) comply, in the case where Supplier Personnel shall perform Services onsite at any Experian facility, with all Experian

Policies communicated to Supplier orally or by conspicuous posting at an Experian facility or other means generally used by Experian to disseminate such information to its Personnel; and (iv) comply with all applicable law. 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. Failure to comply with this Section 2.3 shall be considered a material breach and subject to termination in accordance with these PO Terms.

2.4. **Background Screenings.** Supplier shall conduct a five-panel drug screen if its Personnel will be onsite at an Experian location and a background investigation in accordance with the Screenings. Copies of the Screening records must be retained in Supplier's office for a period of three (3) years. Upon request and to the extent allowed by applicable law, Supplier will provide confirmation that the Screenings have been conducted and that the Personnel have passed in accordance with the adjudication contained therein.

2.5. **Business Continuity Plan.** Supplier shall implement and maintain a business continuity program that includes documented recovery strategies, plans and procedures (a "Plan"), to ensure the Supplier can continue to deliver its Services to Experian. Experian reserves the right to audit the test summary results and the Plan no more than once annually upon written request.

## **3. Fees; Taxes.**

3.1. **Fees.** Experian shall pay Supplier for the Products and Services in the amounts agreed upon and set forth in the applicable Purchase Order (the "Fees"). Supplier shall invoice Experian in accordance with the Purchase Order. The Fees are fixed during the term of the Purchase Order and may not be increased by more than two percent (2%) for each renewal term thereafter without Experian's prior written consent. 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.

3.2. **Taxes.** 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 and/or Services (including inputs or services obtained from Subcontractors and/or any Supplier Affiliate). Supplier shall be responsible for any employment-related taxes of, and with regard to, Supplier's Personnel.

## **4. Confidentiality Obligations.**

### **4.1. Treatment of Confidential Information.**

4.1.1. 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.

4.1.2. Recipient may disclose Discloser's Confidential Information to its Personnel only to the extent and provided that such Personnel (i) have a need to know the Confidential Information disclosed to them, (ii) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used, and (iii) are subject to the substantially similar obligations of confidentiality and non-disclosure as set forth in this Section 4. Recipient hereby assumes full responsibility for the acts and omissions of any person 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.

4.2. Exclusions. Except with respect to Experian Data, the obligations of confidentiality set forth in Section 4.1 (Treatment of Confidential Information) above do not apply to the extent such information: (i) is already in the public domain or becomes publicly available through no breach of the Agreement by Recipient; (ii) that Recipient can demonstrate was independently developed by Recipient without reference to or use of the Confidential Information of Discloser; or (iii) 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.

4.3. Return/Destruction of Confidential Information.

4.3.1. Upon any termination or expiration of the Agreement, or the written request of Experian, Supplier shall return or destroy, as Experian may direct in writing, all Confidential Information of Experian 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 4.3. 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.

4.3.2. 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.

## 5. Information Security; Security Incident; Data Privacy.

5.1. Information Security. Supplier represents and warrants that it has in place and undertakes to maintain throughout the duration of the Agreement appropriate technical, organizational and administrative measures and safeguards against unauthorized or unlawful

Processing or use of Experian Data and against accidental loss or destruction of or damage to, alternation or disclosure of Experian Data, which measures and safeguards are consistent with industry standards and the Agreement, including Experian's Security Requirements and in no event are less than (i) the same degree of care to safeguard the Experian Data as Supplier employs for its own sensitive information (such as Personal Information), and (ii) those standards or requirements required under applicable law.

5.2. Security Incident. Supplier shall have in place and maintain appropriate processes and procedures to ensure that any unauthorized access to Experian Data is detected in a timely manner.

5.3. Data Privacy. If Supplier Processes Personal Information in connection with the Agreement, Supplier will comply with the Data Privacy Addendum ("DPA") located at <https://www.experian.com/content/dam/marketing/na/procurement/DPA-Supplier-Processing.pdf>.

6. Proprietary Rights.

6.1. Retained Rights. Except as otherwise expressly provided in this Section 6, 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.

6.2. Use of Experian Materials. In performance of its obligation under the Agreement, Supplier may have access to Experian Materials. Nothing contained in these PO Terms 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: (i) use Experian Materials only as authorized in advance in writing for the specified purposes that Experian authorizes and no other purposes whatsoever; (ii) keep Experian Materials in good order and condition; (iii) be solely responsible and liable for any loss or damage to the Experian Materials while in the custody, possession or control of Supplier; and (iv) immediately destroy the Experian Materials in accordance with Section 4.3 (Return/Destruction of Confidential Information) above in the event of termination or expiration of the Agreement, or upon request by Experian. Upon the termination of an Agreement hereunder, Supplier's right to use the Experian Materials shall automatically terminate. Supplier shall not: (a) change, modify, add code or otherwise alter the Experian Materials in any manner; (b) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Experian Materials; or (c) 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 any license to use the Experian Materials in excess of the scope and/or duration described in Agreement 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. License to Supplier Materials and Third Party Materials. To the extent any Supplier Materials or any third party Materials are: (i) used in or incorporated into an application program interface or other interface; or (ii) necessary for the access or use of any professional services, Supplier hereby grants to Experian a worldwide, non-exclusive, irrevocable, perpetual, royalty free, fully paid-up license





(with the right to grant sublicenses) 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 professional services or otherwise for Experian to achieve the intended benefit of the professional services 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.

6.4. Residual Rights. For purposes of clarification, Experian may develop, use, or provide 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 Services or 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 Agreement shall be effective as of the PO Terms Effective Date and remain in effect until terminated in accordance with the terms hereof.

### 7.2. Termination Rights.

7.2.1. Right to Terminate for Material Breach. A Party has the right to terminate the Agreement for cause, in whole or in part, effective upon the provision of written notice (i) if the other Party has materially breached the Agreement and the breaching Party fails to or is unable to cure the material breach within thirty (30) days following the date of the notifying Party's provision of the written notice to the breaching Party of such material breach; or (ii) the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.2.2. Experian Right to Terminate for Convenience. Experian has the right to terminate for convenience the Agreement effective upon the provision of no less than thirty (30) days' written notice.

### 7.3. Impacts of Termination.

7.3.1. No termination of 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 by Experian or the expiration of the Agreement except for any fees due for Products provided and/or Services accepted prior to the effective date of termination.

7.3.2. Supplier shall refund, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services or Product(s) that Supplier has not performed or not provided as of the effective date of such termination.

7.4. Continued Performance. Supplier agrees to continue performing its obligations under the Agreement during the pendency of any dispute and, under no circumstances shall Supplier repudiate the Agreement, in whole or part, or otherwise refuse to perform all or any portion of the Agreement or use any type of physical or electronic means to prevent or interfere with Experian's access and use of any Products and/or Services, including denying, withdrawing, or restricting Supplier's provision of Products and/or Services to

Experian under the Agreement during the pendency of any such dispute or until the Agreement is terminated.

## 8. Representations and Warranties.

8.1. Supplier represents and warrants that: (i) Supplier's Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of the Agreement; (ii) without limiting the generality of the foregoing, the provision of all Services under the Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity (iii) any Supplier Materials, Products and/or Services and any component thereof, do not and shall not infringe, misappropriate or violate any Intellectual Property Right of any third party; (v) Supplier has the right to grant the rights and licenses granted to Experian in the Agreement; (vi) 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/or Services and any component thereof; (vii) Supplier shall not breach any agreement, covenant, court order, judgment or decree to which Supplier is a party or by which it is bound; (viii) Supplier is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (ix) any Software or Services provided hereunder do not contain and Experian shall not receive from Supplier's data connection or any other Supplier medium a Disabling Code.

8.2. 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.** To the fullest extent permitted by law, Supplier shall defend and indemnify and hold harmless Experian, its Affiliates, and their respective Personnel, from and against all damages, liabilities, claims, losses, costs and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) that the indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the indemnified Parties, as a result of (i) the acts, errors, or omissions of Supplier and/or any of its Affiliates, or their respective Personnel or anyone for whose acts any of them may be liable. Experian may participate in the defense of any claim with counsel of its choosing, at its own expense. Supplier shall not enter into any settlement of a claim without the prior written consent of Experian.

10. **Insurance.** Supplier will maintain at its own cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by a reasonably prudent supplier in the industry, with one or more reputable insurance companies including Worker's Compensation with statutory limits and General Liability coverage with a \$1,000,000 limit. Supplier shall upon request, from time to time, provide Experian with such evidence of insurance and payment of premiums in connection therewith, as Experian may reasonably require.

## 11. General Provisions

11.1. Audits. Upon reasonable notice, Experian shall have the right to conduct audits and inspections of Supplier (including any Supplier Personnel) to assess compliance with the terms of the Agreement as



applicable to the Products and/or Services being provided by Supplier.

11.2. 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: (i) use Experian's name, trademarks or logos, or (ii) (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, or (b) the existence or terms of an agreement with Experian (including these PO Terms).

11.3. 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.

11.4. 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.

11.5. Non-Exclusive Relationship; No Minimum or Maximum. Experian's commitment to purchase Products and/or Services shall be limited to the Agreement. Nothing in the Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, the Agreement shall not be interpreted to prevent Experian from obtaining from third parties, or providing to itself, any or all of the Products and/or Services.

11.6. Notices. Any notice required or permitted to be delivered pursuant to these PO Terms or the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) upon electronic confirmation of delivery if sent via electronic mail; or (iii) 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 Purchase Order or to such other address as may be specified by either Party hereto upon notice given to the other Party. For purposes of subsection (ii), electronic mail to Experian shall be sent to [NAprocurement@experian.com](mailto:NAprocurement@experian.com) and to Supplier at the PO email address provided by Supplier.

11.7. Remedies. Each Party acknowledges that, in the event of Supplier's breach of the Agreement Experian may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. It is accordingly agreed that Experian, 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. 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.

11.8. Successors and Assigns. 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. 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 the Agreement or any of its rights under thereunder to any of its Affiliates or to any entity that acquires the Agreement or any rights thereunder. Experian may perform any of its obligations or exercise any of its rights under the Agreement through one or more of its Affiliates.

11.9. Choice of Law; Venue. 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 these PO Terms 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 lawsuit, appeal, bankruptcy proceedings, or other actions. 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.

11.10. 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 PO Terms or the Purchase Order itself. Use of the term "days" means "calendar days" unless otherwise specified. 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.

11.11. Waiver; Severability. Either Party may waive compliance by the other Party with any covenants or conditions contained in 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 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.

11.12. Survival. The provisions of the Agreement that would normally



survive termination, shall survive termination of these PO Terms and/or the Agreement for any reason.

11.13. Authority to Enter into Agreement. Supplier represents and acknowledges that (i) the person accepting the Purchase Order has all right, power and authority to do so on behalf of Supplier; and (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.

11.14. Equal Opportunity and Affirmative Action. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran

status or disability." In addition, "Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496). For purposes of this section, the term "contractor" shall mean Experian and the term "subcontractor" shall mean the Supplier.

11.15. Complete Agreement. These PO Terms and the Purchase Order sets forth the entire understanding of Supplier and Experian 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. Terms and conditions contained in any Supplier provided or furnished forms, including, without limitation any shrink-wrap, click-wrap, URLs, or other similar documents shall not apply to the Products and/or Services and shall be null and void. No amendment or modification of any provision of the Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party.