TEST DATA CONFIDENTIALITY AND SECURITY AGREEMENT

This Test Data Confidentiality and Security Agreement ("Agreement") is entered into effective as of this __________ day of __________________, ______ (the "Effective Date"), by and between Experian Information Solutions, Inc., a corporation organized and existing under the laws of the State of Ohio and having a place of business at 475 Anton Boulevard, Costa Mesa, CA 92626 ("Disclosing Party") and ________________, a corporation organized and existing under the laws of the State of _____________ and having a place of business at ____________________________________ ("Receiving Party").

WHEREAS, Disclosing Party will be providing Receiving Party access to Disclosing Party's STAR 2000 database or other test databases (any such data, the "Test Data") for the purpose of allowing Receiving Party to run queries on a set of test data to ascertain the performance of Receiving Party's credit reporting and/or fraud prevention systems.

NOW, THEREFORE, the parties hereby agree as follows:

1. The recipient of Test Data disclosed under this Agreement shall (i) treat such information with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or proprietary information; and (ii) use the Test Data only for the purposes set forth above, unless otherwise agreed to in writing by the Disclosing Party.

Without limiting the generality of the foregoing:

(a) The Receiving Party shall disclose Test Data only to those of the Receiving Party's employees, directors, representatives, advisors and agents who need access to such Test Data and to no one else;

(b) The Receiving Party shall secure the Test Data in a manner compliant with the Safeguards Rule of the Federal Trade Commission, to the same extent as any other "nonpublic personal information" pursuant to such rule;

(c) The Receiving Party shall assure that all persons who receive any of the Test Data from it will abide by the terms and conditions of this Agreement as if such persons were parties hereto; and

(d) The Receiving Party acknowledges that any unauthorized disclosure or use of any Test Data shall be considered a material breach of this Agreement and may result in irreparable harm to the Disclosing Party. In addition to the right to recover monetary damages for such a breach, the Disclosing Party shall have the right to obtain injunctive relief from a court of competent jurisdiction.

2. This Agreement shall be effective as of the Effective Date and may be terminated by either party upon thirty (30) days' prior written notice to the other party. The confidentiality and use restrictions with respect to Test Data disclosed prior to termination shall survive for a period of two (2) years after the termination.

3. Upon any termination of this Agreement in accordance with its terms, Receiving Party will, within a reasonable period of time after receipt of written request from the other party hereto, return all Test Data and copies thereof received from the Disclosing Party under this Agreement.

4. The Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Test Data.

5. Test Data shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.

6. Nothing in this Agreement shall be deemed to create, either express or implied, the power in either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party.

7. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended.
8. No waiver of any provision of this Agreement, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance. No waiver shall be binding unless executed in writing by the party making the waiver.

9. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either party, without the prior written approval of the other party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement.

10. This Agreement is the only agreement between the parties concerning the Test Data and it supersedes and replaces any and all existing agreements, written, oral or otherwise, concerning the disclosure of Test Data.

11. If any provision of this Agreement is declared invalid by any arbitration or court of competent jurisdiction, applicable statute or rule of law, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best reasonably affect the original intent of the parties.

12. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by an authorized representative of each of the parties.

13. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (i) delivered personally or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other party set forth in the first paragraph of this Agreement or such alternative address as either party may communicate to the other from time to time in accordance with this Section 13.

14. This Agreement shall be governed by and interpreted according to the laws of the State of California. Any disputes arising hereunder between the parties shall be resolved by and jurisdiction shall be exclusively in the courts of the State of California. Venue shall be exclusively in the County of Orange, California.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Experian Information Solutions, Inc.  

By: _______________________________  
Signature (Duly Authorized Representative Only)  
Name: _______________________________  
Print  
Title: _______________________________

Print Company Name

By: _______________________________  
Signature (Duly Authorized Representative Only)  
Name: _______________________________  
Print  
Title: _______________________________