ONLINEAMENDMENT TO STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS

This Online Amendment ("Amendment") to the Internet Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, V3.0 ("IAB Terms") accessible via the URL, https://www.iab.com/wpcontent/uploads/2015/06/IAB 4As-tsandcs-FINAL.pdf. is entered by and between Experian Services Corp. ("Experian") with offices located at 475 Anton Boulevard, Costa Mesa, CA 92626 ("Advertiser") and the entity identified in the purchase order (the "Media Company") and is effective as of the date on which the purchase order is issued by Experian to Media Company ("Amendment Effective Date"). Collectively, this Amendment and the purchase order are herein referred to as the "Agreement". Experian and Media Company may each sometimes be referred to hereinafter as a "Party" and jointly as the "Parties".

COMMENCEMENT OF MEDIA COMPANY'S PERFORMANCE OF ITS OBLIGATIONS (INCLUDING PROVISION OF DELIVERABLES) UNDER A PURCHASE ORDER HEREUNDER SHALL BE DEEMED TO BE MEDIA COMPANY'S ACCEPTANCE OF THE APPLICABLE PURCHASE ORDER AND ALL OTHER TERMS AND CONDITIONS COMPRISING THE AGREEMENT. MEDIA COMPANY AGREES IAB TERMS MAY CHANGE AT ANY TIME BY THE INTERACTIVE ADVERTISING BUREAU AND SUCH CHANGES SHALL BE APPLICABLE TO ANY AGREEMENT THAT BECOMES EFFECTIVE FOLLOWING THE EFFECTIVE DATE OF ANY SUCH MODIFICATIONS AS ARE POSTED ON THE IAB SITE.

WHEREAS, Advertiser and Media Company agree to abide by the IAB Terms (as amended herein) for all Insertion Orders agreed to in writing between the parties and referencing the IAB Terms and this Amendment; and

WHEREAS, Advertiser and Media Company wish to amend certain provisions of the IAB Terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. All capitalized terms not otherwise defined in this Amendment shall have the meaning as set forth in the IAB Terms.
- 2. In the event of an inconsistency between this Amendment and the IAB Terms, the terms of this Amendment will prevail.
- 3. Where Advertiser is purchasing directly from Media Company, all references to Agency (where applicable and where the context makes sense) is hereby replaced with "Advertiser." If, as a result of the foregoing change, any sentence now reads with the term "Advertiser" in a redundant fashion, one such use shall be deemed deleted for proper context.
- 4. Section II d. (Ad Placement and Positioning) of the IAB Terms is amended such that the fourth through seventh sentences are hereby deleted.
- 5. Section II. (Ad Placement and Positioning) of the IAB Terms is hereby amended by adding the following new subsections:
 - "e. Media Company shall ensure that it or the Company Publishers provide accurate and appropriate advertising, promotional, and marketing materials relating to Advertiser and the Ads or Advertising Materials, and Media Company and/or the Company Publishers shall provide all such marketing materials to Advertiser for its approval in writing and in advance of Media Company's or the Company Publisher's use of such materials.
 - f. Media Company agrees that it will not, and ensure that the Company Publishers will not, use inappropriate content on or in connection with Advertiser, the Ads or Advertising Materials including, without limitation, placement of an Ad or Advertising Material on any Site having content that (i) promotes the use of alcohol, tobacco or illegal substances, nudity, sex, pornography, adult-oriented content, expletives, or inappropriate language; (ii) promotes illegal or unethical activity, racism, hate, "spam," mail fraud, gambling, pyramid schemes, investment opportunities, or illegal advice; (iii) is libelous, defamatory, infringing, false, misleading, or contrary to public policy; (iv) may expose Advertiser and/or its Affiliated or associated companies negative publicity; or (v) is otherwise offensive or inappropriate in Advertiser's sole discretion.
 - g. Media Company agrees that it will not, and ensure that the Company Publishers will not, do any of the following on the Sites or in any related communication in connection with marketing, promoting, and advertising Advertiser, the Ads or Advertising Materials: (i) mislead, use scare tactics or play upon the fears of the consumer; (ii) imply that there will be inaccuracies on a consumer's credit history and that they are beyond the consumer's control; (iii) demean the credit bureaus; (iv) offer to help the consumer restore a credit report including, without limitation, using terms similar to: (1) clear, fix, or improve your credit your credit, (2) clean up your credit, (3) repair your credit, and (4) guidance on how to correct your credit report; (v) provide information regarding consumer disputes or inaccuracies; or (vi) refer to the consumer's report as a disclosure.
 - h. Media Company agrees that it will not, and ensure that the Company Publishers will not, (i) engage in any unfair or deceptive trade practices and further agrees that Media Company, Company Publishers and the Sites shall at all times comply with all applicable laws, regulations or controlling authority; or (ii) knowingly make any statement or undertake any act or omission that would result in civil or criminal liability of Advertiser.

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- Media Company agrees that it will not Broker (as hereinafter defined) any Ads or Advertising Materials to any third parties, except to the Company Publishers. "Broker" means disclose, distribute, share or trade for any reason whatsoever (including, without limitation, for the purpose of a third party promoting the Ads or Advertising Materials).
- j. Media Company agrees that it will not, and ensure that the Company Publishers will not, promote Advertiser, the Ads or Advertising Materials on any Incentivized (as hereinafter defined) web sites or in connection with any Incentivized content. "Incentivized" means when a consumer or user is motivated or given an incentive of any kind to interact with Advertiser, the Ads or Advertising Materials, which such incentives may include, without limitation, (a) tangible goods or items (e.g., free prize or gift, points for a free prize or cash, cash back to a consumer or user, and referral for prizes); and (b) virtual goods or currency (e.g., virtual currency or gift within a game, community site or social network, and gaining access to additional features or functionality in a game, community site or social network).
- k. In the event Media Company or the Company Publishers provide web engine or search marketing services for Advertiser under this Agreement by means of keyword advertising (including, without limitation, paid search listings or content listings), whether performed by Media Company, the Company Publishers or other third parties, Media Company agrees that it shall, and ensure that the Company Publishers shall, comply with Advertiser's search marketing guidelines provided to Media Company by Advertiser ("Advertiser Search Marketing Guidelines"). If Media Company or the Company Publishers fail to comply with the Advertiser Search Marketing Guidelines or any portion thereof, Advertiser shall not owe Media Company any payments relating to such search marketing services."
- 6. Section III.b. (Payment Date) of the IAB Terms is hereby amended such that (i) 30 is replaced by 45 and (ii) the second sentence is hereby deleted in its entirety.
- 7. Section III.c. (Payment Liability) of the IAB Terms is hereby amended such that (i) the second sentence of the first paragraph and the second through fifth paragraphs of the section are hereby deleted in their entirety, and (ii) the following sentence is added to the end of the section: "Media Company hereby agrees that it is solely liable for any and all payments to the Company Publishers under this Agreement and Advertiser shall have no liability for any such payments at any time or for any reason."
- 8. Section V. (Cancellation and Termination) of the IAB Terms is hereby amended by adding the following new subsection:
 - "e. Notwithstanding Sections V.a., V.b., and V.c. above and unless as otherwise agreed to by the parties in an IO, Advertiser may terminate an IO in Advertiser's sole and complete discretion (i) immediately upon written notice to Media Company of its or a Company Publisher's breach of Sections II.f., II.g., II.h., or II.i. herein and above; or (ii) at any time and for any reason, without penalty, by providing Media Company at least forty-eight (48) hours' prior written notice of termination."
- 9. Section X.a. (Indemnification) of the IAB Terms is hereby amended to read as follows:
 - "a. Media Company agrees to defend, indemnify and hold harmless Advertiser, its Affiliates (as defined below) and their respective directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred as a result of a Third Party (as defined below) claim, judgment or proceeding relating to or arising out of (i) Media Company's breach of Section XII; (ii) Media Company's or a Company Publisher's display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO; or (iii) materials provided by Media Company or a Company Publisher (and not by Advertiser) violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action. An "Affiliate" means, with respect to either party, any corporation, firm, partnership, person or other entity, whether de jure or de facto, which directly or indirectly owns, is owned by or is under common ownership with such party to the extent of at least 50% of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with such party. A "Third Party" means an entity other than the parties to this Agreement, their respective Affiliates, and each of their respective directors, officer, employees and agents."
- 10. Sections X.c. (Indemnification) of the IAB Terms is hereby deleted in its entirety.
- 11. Section XI. (Limitation of Liability) of the IAB Terms is hereby amended to read as follows:
 - "In no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of an IO or these Terms and Conditions, even if such party has been advised of the possibility of such damages. Without limiting the foregoing, Advertiser's aggregate liability shall not exceed the amount paid by Advertiser to Media Company under the applicable IO giving rise to the claim."
- 12. Section XIV.b. (Miscellaneous) of the IAB Terms, the first sentence is hereby amended to read as follows:
 - "Neither Media Company nor Advertiser may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without the other party's prior written approval will be null and void."
- 13. Section XIV.d. (Miscellaneous) of the IAB Terms is hereby amended to read as follows:
 - "d. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. These Terms and Conditions and related IOs shall be governed by the laws of the State of California. Media Company and Advertiser agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in Orange County, California, and the parties consent to the jurisdiction of such courts. No

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modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative."

- 14. Section XIV. (Miscellaneous) of the IAB Terms is hereby amended by adding the following new subsection:
 - "g. Media Company will, at all times during the term of an IO and these Terms and Conditions, maintain (a) Commercial General Liability of not less than \$1,000,000 each occurrence; (b) Professional Liability Insurance, including Media Liability Coverage (Errors and Omissions) of not less than \$1,000,000 each claim; and (c) Workers Compensation insurance with statutory limits and Employer's Liability limits of \$500,000 each accident or disease. The insurance will cover claims arising from operations or acts performed by, and materials, equipment or products used or supplied by Media Company and all subcontractors, anyone or any entity directly or indirectly employed by them, and anyone else or any other entity for whose acts Media Company may be liable. Media Company shall include Advertiser and its affiliates and subsidiaries, and their stockholders, partners, directors, officers, employees and agents as additional insured in the General Liability and Professional Liability policies, with respect to liability under an IO or these Terms and Conditions. A certificate, or certificates of insurance from the insurance company(ies) having a Best's rating of A-:VIII or better, signed by an authorized agent or employee of the insurance company, showing the insurance in force will be provided to Advertiser upon request. Insurance must be maintained in a company(ies) licensed by the state in which the contracted obligations are performed. All insurance provided by the Media Company will be primary and will not contribute with other insurance available to Advertiser, with respect to Advertiser as an additional insured or any other insurance maintained by Advertiser. Media Company shall notify Advertiser at least thirty (30) days prior to any cancellation or non-renewal of any insurance required under these Terms and Conditions."

Except as amended herein and above, all other terms and conditions of the IAB Terms shall remain in full force and effect. To the extent the IAB Terms conflict with the terms of this Amendment, the terms of this Amendment shall control in connection with the subject matter hereof.

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