



EXPERIAN EVENT PRODUCTS AND SERVICES TERMS AND CONDITIONS:

You ("Provider") have entered into an agreement, schedule, order form or similar ordering document with Experian Services Corp. or any of its affiliates ("Experian") for the provision of products and/or services (the "Products and/or Services") to Experian ("Provider Terms"). The Products and/or Services may be provided in relation to an Experian event (the "Event"). These Experian Terms and Conditions shall apply only to the Product and/or Services to be provided herein (the "Experian Terms"). The Provider Terms and the Experian Terms may be collectively referred to as the "Agreement". Notwithstanding anything to the contrary in the Provider Terms or any other agreement, schedule, order form or similar ordering document, in the event of a conflict between the Experian Terms and the Provider Terms or any other agreement, schedule, order form or similar ordering document related to the Products and/or Services or the Event, these Experian Terms shall control. Notwithstanding the foregoing, if Provider has an existing agreement with Experian for the provision of other products and /or services (not covered herein), this Agreement will not apply. For other good and valuable consideration, Provider agrees to be bound by these Experian Terms for the provision of the Product and/or Services:

Pricing and Fees. The pricing and fees that have been agreed upon in the Agreement are the entire compensation due to Provider and shall not renew, reoccur, and the quoted prices are fixed and shall not be increased during the term or prior to the Event or the provision of the Products and/ or Services. Provider shall invoice Experian in accordance with the terms of the Agreement. If payments cannot be made via an approved Experian credit card provider or as may be required by Experian, such purchases will require an Experian Purchase Order ("Purchase Order"). For payments under a Purchase Order, Provider must provide a Correct Invoice (as defined below) to Experian no later than one (1) month after (a) the Event, or (b) the provision of the Product and/or Services to Experian. 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 (i) is submitted by Provider to Experian at APInvoicesUS@Experian.com; (ii) 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; (iii) contains the following: (a) a pre-printed (not handwritten) Purchase Order number, (b) an alphanumeric file name (cannot contain any special characters), (c) a unique invoice number, and (d) a description sufficient to identify the Product and/or Services provided and any receipts for approved reimbursable expenses; (iv) states the correct invoiced amount; and (v) 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 Provider for correction and the payment of such invoice shall be subject to reasonable delay in processing and payment. Each party shall be responsible for any and all applicable taxes or other sums arising out of the provision of the Product and/or Services to Experian including, but not limited to, any tax based on a party's gross income. Notwithstanding the foregoing, Provider 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 Provider for any taxes improperly invoiced. Any pre-approved expenses shall be in accordance with Experian's current Travel and Expense policy and Provider shall bear the cost of all non-approved expenses arising from the performance of its obligations under this Agreement.

Term and Termination. The Agreement term shall be as set forth in the Provider Terms and shall not automatically renew without written consent of the parties. EXPERIAN may terminate this Agreement immediately upon written notice to Provider (i) in the event of a material breach on the part of the Provider of any of Provider's obligations under the Agreement; or (ii) if Provider

becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event of termination of the Agreement, Provider shall refund to Experian any fees previously paid up to the date of termination.

Compliance with Applicable Laws. Provider represents and warrants that it is in compliance with all applicable international, federal, county, state and local laws, rules and regulations, regarding the hosting of the Event and the provision of the Products (if any) and Services (if any) under the Agreement, including, but not limited to, as applicable, data privacy laws, health and safety requirements, liquor license requirements, alcoholic beverage control laws, any rules and regulations provided by the owner or operator of the Event space, or any other permits or licenses ("Applicable Laws").

Insurance. Provider will maintain at its own cost and expense (and shall cause any subcontractors under its control to maintain): (a) commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence; (b) automobile liability insurance with a limit of not less than \$1,000,000 per accident; and (c) workers compensation benefits as required by applicable law. Upon Experian's request, Provider shall provide evidence of insurance and current payment of premiums.

Rights to Materials. Experian shall be the owner of all rights, title and interest in and to any and all photographs, negatives/digital images, reproductions and any other property created hereunder by Provider in the provision of the Products and/or Services to Experian (collectively "Materials"). Provider will have no rights, title, or interest in and to the Materials, and shall not use, reproduce, or publish the Materials without the prior written consent of Experian. To the extent required, Provider hereby irrevocably assigns and transfers to Experian all of the right, title and interest in the Materials in perpetuity, worldwide, including all works based upon, derived from, or incorporating the Materials.

Intellectual Property Rights. All rights in Experian's name, logo, product names and any other identifying names or marks shall remain exclusively with Experian. Except as explicitly set forth in this Agreement, Provider is not granted any ownership interest in or rights to any intellectual property rights of Experian or the Confidential Information of Experian.

Publicity. Any use of Experian's name, trademarks or logos is prohibited except: (a) if required under the Agreement during the provision of the Product and/or Services; (b) if required under the Agreement for Event promotion; or (c) with prior written consent of Experian's Vice President of Procurement or Vice President of Public Affairs, which may be withheld in Experian's sole discretion. Notwithstanding anything to the contrary herein, any right for Provider to use Experian's name, trademarks or logos as may be approved herein, shall terminate upon the completion or delivery of the Products and/or Services, or the date of the Event.

Indemnification. Notwithstanding any liability limitations in the Agreement and to the fullest extent permitted by applicable law, Provider shall defend, indemnify and hold harmless Experian, and its affiliates (collectively, "Experian Indemnified Parties") from and against any and all claims, settlements, judgments, awards, fines, penalties, interest, liabilities, demands, losses, costs, damages, sanctions, and expenses that the Experian Indemnified Parties may incur, suffer or become liable for ("Action") with respect to the following: (a) the acts, errors or omissions of Provider, its affiliates, subcontractors or anyone for whose acts any of them may be liable, that constitute gross negligence, willful misconduct and/or fraud; (b) bodily injury or death, damage to personal or real property or any other related damage; (c) breach of any Applicable Laws by Provider related to the provisions of the Products and/or Services; and (d) the Products and/or Services or Materials infringes, misappropriates or violates any intellectual property rights of a third party. The indemnifying party shall not enter into any settlement of a claim without the prior written consent of the Experian Indemnified Party. If an



Experian Indemnified Party seeks indemnification under the Agreement, the Experian Indemnified Party agrees to: (i) promptly give notice to Provider concerning the existence of an Action; (ii) give authority to Provider to defend or settle any related action or claim; and (iii) provide, at Provider's expense, such information, cooperation and assistance to Provider as may be reasonably necessary for Provider to defend or settle the Action. Notwithstanding anything to the contrary herein, failure to give notice shall not relieve Provider of its indemnification obligations, except to the extent that Provider can show that such failure or delay actually and materially prejudiced Provider.

Non-Disparagement. As applicable, during the Term of this Agreement, and 12 months following the expiration or termination of this Agreement, Provider will not take any action that (or not fail to take any action, where such omission) might adversely affect or bring into disrepute or public scandal Experian or any of its respective images, brands, reputations, products, or services that might cast or portray any of the foregoing in a negative, derogatory, detrimental, or disparaging light.

Confidentiality. "Confidential Information" means any and all Experian 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 including, but not limited to, trade secrets or all information concerning the operations, financial affairs and businesses of Experian, and the relations of Experian with its customers, employees and service providers. The Experian Terms and any Materials shall be considered Experian Confidential Information. Provider shall strictly maintain the secrecy and confidentiality of all Experian Confidential Information and shall use at least the same degree of care 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. Provider may disclose Experian's Confidential Information to third parties only to the extent and provided such third party (i) has a need to know the Confidential Information, (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 substantially similar obligations of confidentiality and non-disclosure as set forth in this Section. Provider hereby assumes full responsibility for the acts and omissions of any person or entity to which it discloses Experian's Confidential Information. "Confidential Information" shall not include information that: (a) is or becomes known to the public through no fault of the Provider; (b) is known to the Provider prior to its receipt or becomes known by disclosure from a third party who has a lawful right to disclose the information; or (c) is authorized to be disclosed by prior written consent of Experian. In the event Provider becomes legally compelled to disclose any of the Confidential Information, Provider shall provide Experian with prompt written notice and shall not divulge any information until Experian is given the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by Experian are unsuccessful, or Experian otherwise waives its right to seek such remedies, Provider shall disclose only that portion of the Confidential Information which is legally required to be disclosed. All Confidential Information shall be returned to Experian upon its request, or upon expiration or termination of the Agreement.

Experian Code of Business Conduct. Provider agrees to be in substantial compliance with Experian's Code of Business Conduct, as applicable, for Suppliers which can be found at: <https://www.experian.com/corporate/code-of-business-conduct>.

Subcontractors. To the extent Provider utilizes any subcontractors, agents, or authorized representatives in the provision of the Products and/or Services

("Subcontractors"), Provider shall insure that its Subcontractors comply with the terms of the Agreement and the Provider shall be liable for any and all acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Provider.

Construction/Renovation. If applicable, at any time during this Agreement, the Provider is planning or will be undergoing any construction, expansion, refurbishment or remodeling, or any other physical alterations (collectively "physical alterations") to the Event facilities or its surrounding resort areas within ninety (90) days of the Event, or during the Event, the Provider must promptly notify the Experian Event coordinator and fully disclose the scope of the physical alterations in writing. Upon notification and full disclosure, Experian will have the right, upon written notice to Provider, to renegotiate this Agreement or terminate this Agreement without liability. Any deposits paid to Provider as of the date of cancellation will be refunded to Experian within fifteen (15) days of the termination.

Force Majeure. Performance of the Agreement is subject to termination without liability by either party upon the occurrence of any circumstance beyond the reasonable control of either party, including, without limitation, acts of God, war, government regulation (including governmental advice, quarantines and curfews), disaster, pandemic/epidemic illness, fire, strikes (except that neither party may terminate this Agreement for strike situations involving that party's own employees), civil disorder, terrorism or curtailment of transportation facilities or any other occurrence in the Event facilities that are beyond the reasonable control of any party, making it impossible, illegal, commercially impracticable or inadvisable for participants to attend, or creating a significant risk to participants' health or safety (a "Force Majeure Event"). Termination is conditioned upon written notice from one party to the other. Upon termination, Provider will immediately provide Experian with a full refund of all deposits/fees paid; provided, however, if the Event can be rescheduled within twelve (12) months of termination, all deposits/fees paid shall be credited to such event.

Independent Contractor. Provider is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian and is not entitled to employee benefits, including, but not limited to, workers' compensation insurance, unemployment insurance, group insurance, or pension plan. Nothing in the Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Provider and Experian, nor authorize either party to act as agent for the other.

Promotion of Event. As applicable, Provider shall provide Experian an approved biography and likeness of Provider or its speaker/participant for Experian's use within five (5) business days of the Effective Date which Experian may use to publicize Provider's participation in the Event.

Reproduction of Performance. As applicable, Experian shall have the right to record, reproduce, or transmit an audio and/or visual depiction of the Event ("Recording"). Upon Provider's written request, Experian shall provide a copy of the Recording to Provider. Should Experian wish to make any other distribution arrangements, Experian shall discuss with Provider.

Survival. The provisions of Term and Termination, Rights to Materials, Intellectual Property Rights, Publicity, Indemnification, Non-Disparagement, Confidentiality, Force Majeure and General Provisions, in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

General Provisions. This Agreement, including any exhibits or attachments hereto, shall be construed in accordance with the 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 this Agreement shall be brought solely and exclusively in the federal or state courts located in Orange County, California. The headings and pronouns



contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of this Agreement. Modifications of or amendments to this Agreement must be in writing and signed by both parties. No waiver by either party of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar), nor will any waiver by either party constitute a continuing waiver unless otherwise expressly agreed in writing. All notices required hereunder shall be in writing and sent to Experian at globalprocurementoperationalhub@experian.com and Provider at the address provided on the Provider Terms; and all such notices shall be effective upon receipt. This Agreement may not be assigned, transferred (by operation of law or otherwise), shared or divided in whole or in part by Provider without Experian's prior written consent.