

**MASTER SERVICES AGREEMENT
(REGULATED DATA)**

This Master Services Agreement (together with the Exhibits attached hereto, this "**Agreement**") is entered into between Enformion LLC ("**Enformion**"), a California LLC, having its principal place of business at 1915 21st Street, Sacramento, CA 95811, and _____ ("**Customer**"), a _____, having its principal place of business at _____. The Master Services Agreement, together with Exhibits B and C is effective as of _____ ("**Effective Date**") and each Exhibit A is effective as of the effective date stated on that Exhibit A. Enformion and Customer may execute one or more Exhibit As hereunder and each Exhibit A is subject to the terms of this Agreement.

The parties agree as follows:

1. CERTAIN DEFINITIONS. The following definitions apply for purposes of this Agreement:

"Enformion API" means an application programming interface provided by Enformion to Customer that allows Customer to submit Search Requests to the Enformion API.

"Enformion Data" means data that is obtained from the Enformion Services or Network, and that includes all languages, editions, issues, versions, revisions, modifications, enhancements and updates thereto during the Term of this Agreement.

"Enformion Products" means Enformion Services, Network, Enformion API and/or Enformion Data, together with any Enformion Confidential Information.

"Enformion Services" means the nationwide nonpublic and/or public record information, document retrieval and related services provided by Enformion through the Network.

"FCRA" means the Fair Credit Reporting Act, 15 U.S.C.A. § 1681, et seq., as now or hereafter amended.

"GLBA" means the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., as now or hereafter amended.

"Network" means Enformion's online data retrieval system of proprietary databases and data and information obtained from third parties.

"Permitted Uses" means the use of Enformion Products in a manner strictly in accordance with purposes permitted under this Agreement and in compliance with all applicable laws and regulations.

"Search Request" means a search for Enformion Data through the Enformion API by Customer.

2. SERVICES AND LICENSE.

2.1. Products; Purpose. Enformion provides Enformion Products. Customer hereby agrees to use the Enformion Products for the sole purpose as set forth in Exhibit A (the "Purpose").

2.2. License. Enformion hereby grants to Customer a nonexclusive, nonassignable, nontransferable, limited license to use the Enformion Products solely for the Purpose. Nothing in this Agreement is intended to, or should be construed to prevent Enformion from entering into similar agreements with other persons or entities regarding all or any part of the Enformion Products.

2.3. Restrictions and Limitations. Customer warrants that:

(a) Customer will not, either directly or indirectly, itself or through any agents or third party: (i) request, compile, store, maintain or use any Enformion Products to build its own database or accumulate any Enformion Products or content for any other use; or (ii) copy or reproduce any portion of the Enformion Products; or (iii) redistribute, disclose, market, rent, lease, solicit, supply or transfer to any third party any portion of the Enformion Products; or (iv) store any results returned by the Enformion Products or anything Derived therein, except to the extent necessary for purposes of audits, the Purpose or other purposes required by applicable law. "**Derived**" means data that is directly or indirectly related to the presence or absence of the Enformion Data, or is based on or having its origin in Enformion Data.

(b) Customer will not disassemble, decompile, or in any way reverse engineer the Enformion Products.

(c) Customer will comply with the then current Enformion policies and procedures as communicated by Enformion from time to time ("**Policies**"). Enformion may, from time to time, notify Customer of additional, updated or new Policies. Customer's compliance with such Policies will be a condition of Enformion's continued provision of the Enformion Products hereunder.

(d) Customer will only use the Enformion Products for the Purpose.

(e) Customer will not market the Enformion Products under the Enformion name.

(f) Customer will not distribute, provide, license, transfer or sell the Enformion Products to any third parties.

(g) Upon receipt of any updated Enformion Products from Enformion, Customer will promptly replace and destroy any outdated Enformion Products in its possession prior to the update.

(h) Customer will not merge any Enformion Data with any consumer reports as the term "**consumer report**" is defined in the FCRA.

(i) Customer will not delete, alter, disclose or otherwise modify any security codes or protocols within the Enformion Products or in any way compile and/or offer for use or sale any Enformion Products or other data contained therein in a form where any security codes or protocols are deleted, altered, disclosed or otherwise modified.

2.5 Removal of Data. From time to time, Enformion may, for any reason whatsoever, suppress or remove information pertaining to one or more particular persons from the Enformion Data ("**Removals**"). Enformion will provide Customer with notice of all such Removals. As soon as commercially reasonable, but no later than ten (10) business days after Customer' receipt of the notice of Removals from Enformion, Customer will: (a) remove or suppress such persons who are the subject of the Removals from any and all materials provided by Enformion to Customer; and (b) exclude such persons who are the subject of the Removals from any Enformion Data that Customer may provide in its ordinary course of business.

2.6 Feedback. Customer will provide comments or any other form of feedback ("**Feedback**") relating to the Enformion Products as reasonably requested by Enformion. Feedback becomes the exclusive property of Enformion and is Enformion Confidential Information.

3. COMPLIANCE WITH LAWS; SECURITY OF DATA.

3.1. Compliance with Laws. Customer will not use the Enformion Products in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including, but not limited to, the GLBA and the FCRA. Customer certifies that it will not use any information obtained through the Enformion Products as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for governmental licenses, or for any other purpose for which one might properly obtain a consumer report, as defined by the FCRA. Customer specifically agrees that Enformion Products will not be merged with consumer reports as such term is defined in the FCRA. Enformion reserves the right to insert certain information (sometime referred to as seeding) into the data available from the Enformion Products for the purpose of determining Customer's compliance with the terms of this Agreement. Misuse of the Enformion Products will constitute a material breach of this Agreement.

3.2. Privacy and Security Requirements. Customer will comply with all applicable laws concerning the Enformion Products, including without limitation applicable laws regulating how an organization manages, protects and distributes confidential information and laws restricting the collection, use, disclosure, processing and free movement of personal information (collectively, the "**Privacy Regulations**"). The Privacy Regulations include, to the extent applicable, the Federal "Privacy of Consumer Financial Information" Regulation (12 CFP Part 40) and Interagency Guidelines Establishing Information Security Standards (App B to 12 CFR Part 30), as amended from time to time, issued pursuant to the GLBA. Customer expressly agrees that it will comply with the use requirements applicable pursuant to the GLBA and similar laws, including without limitation each of the permissible use requirements set forth on Exhibit C attached hereto. Customer will maintain all appropriate administrative, physical and technological processes and equipment to store and protect the Enformion Products in a secure manner, including without limitation, maintaining an information security program that is designed to protect information processing system(s) and media containing the Enformion Products from internal and external security threats, and the Enformion Products from unauthorized use or disclosure. In addition and to the extent applicable, Customer specifically agrees to comply with each of the security requirements set forth on Exhibit B attached hereto. Enformion may, from time to time, provide written notice to Customer of updates to the security requirements set forth on Exhibit B, and Customer will comply with the updated security requirements following a mutually agreed upon and reasonable period of time. Customer acknowledges and agrees that Customer has an ongoing obligation to protect and preserve the confidentiality, privacy, security and integrity of the Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct for Customer in furtherance of the foregoing continuing obligation.

4. FEES, AUDIT RIGHTS AND FINANCIAL STATEMENTS.

4.1. Fees. Customer agrees to pay Enformion the applicable charges as set forth in Exhibit A of this Agreement. Any periodic and/or minimum Customer fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement, since all such fees are compensation for supplying service and carrying the account. Enformion reserves the right to change the fees by issuing a revised rate schedule, but no change in such charges will become effective as to Customer earlier than thirty (30) days after written notice thereof will have been given by Enformion to Customer. Customer will also pay all the cost of all media, media shipping and insurance costs, taxes, duties or charges of any kind imposed by any federal, state, or local governmental entity for the Enformion Products provided under this Agreement. However, Customer will not be responsible for taxes imposed upon Enformion by any federal, state or local authority against the net income of Enformion. Payment inquiries should be remitted in writing to the following address: Enformion, 1915 21st Street, Sacramento, CA 95811, or by fax to (916) 739-1118.

4.2. Invoicing and Payment. Unless otherwise expressly stated in Exhibit A to this Agreement, Customer will pay all invoices from Enformion issued pursuant to this Agreement within thirty (30) days of the invoice date.

4.3. Unpaid or Outstanding Balances. Without limiting any of Enformion's remedies for non-payment or late payment of any amounts due by Customer to Enformion,

(a) amounts which are not paid within sixty (60) days of the invoice date or the date on which Enformion notifies Customer, whichever is sooner, may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Customer will pay all costs of collection, including reasonable attorneys' fees.

(b) Enformion reserves the right to immediately suspend Customer's access to Enformion Products until any unpaid or past due amounts are paid in full.

4.4. Audit Rights. Customer will maintain records including, but not limited to complete and accurate accounting records in accordance with generally accepted accounting practices, to substantiate Customer's performance under this Agreement including, without limitation, Customer's compliance with payment, legal and all security requirements. Customer will preserve such records for a period of at least thirty-six (36) months after termination of this Agreement. Moreover, no more than one (1) time per calendar year during the Term of this Agreement and no more than once per calendar year after termination of this Agreement and for no more than thirty-six (36) months thereafter, Enformion will have access to those records of Customer that are necessary to determine Customer's compliance with its obligations under this Agreement and to Customer's facilities for the purpose audit either through its own employees, representatives or an independent public accounting firm selected by Enformion (the "**Auditor**"). Any such review of Customer's records, facilities, or both, may be conducted during Customer's normal business hours upon Enformion providing Customer no less than five (5) business days' prior written notification; provided however, that in the event of a material breach including, but not limited to, any material deficiency in Customer's performance of this Agreement, then such interval restriction and required prior written notification, except for reasonable notice, will not apply. For each third party who provides Enformion Product-related services to Customer, from time to time, Enformion will have the right to review, at Enformion's expense, each such third party's security processes and procedures related to the transmission, storage or processing of Enformion Products. Customer will reasonably cooperate, and will request each such third party to also reasonably cooperate, with Enformion and any Enformion requests in conjunction with all such reviews including, but not limited to Enformion requests to correct any deficiencies discovered

during such audits within a period of time mutually agreed upon and/or suspend any further transmission of Enformion Products until such deficiencies are corrected. Customer agrees that it will reasonably cooperate with all such reasonable Enformion requests for information and audits. Customer's obligations to comply, with the provisions of this Agreement are not contingent upon, or otherwise affected by, the audit rights of Enformion.

5. INTELLECTUAL PROPERTY; CONFIDENTIALITY.

5.1. Intellectual Property. Customer acknowledges that Enformion has expended substantial time, effort, and funds to collect, arrange, compile create and deliver the Enformion Products. Customer agrees not to reproduce, retransmit, republish, or otherwise transfer for any commercial or other purpose any information that Customer receives from Enformion or the Enformion Products except as permitted under this Agreement. Customer acknowledges that Enformion (and/or Enformion's third-party data providers) will retain all right, title, and interest in and to the data and information provided by the Enformion Products and to Derivative Matter under applicable contractual, copyright, intellectual property and related laws, and Customer will use such materials consistent with Enformion's interests and notify Enformion of any threatened or actual infringement of Enformion's rights. Customer further acknowledges and agrees that it will acquire no right, title or interest under applicable copyright or other laws in the Enformion Products and materials provided or accessed under this Agreement. Customer will not remove or obscure the copyright notice or other notices contained on materials accessed through the Enformion Products. "**Derivative Matter**" means any work, invention, new material or data which is based in whole or in part upon the Enformion Products and any intellectual property rights associated therewith, including without limitation derivative work, improvement, extension, revision, modification, translation, compilation, or error correction.

5.2. Confidentiality. "**Confidential Information**" means (a) the terms and conditions of this Agreement, (b) the Enformion Products, (c) Feedback and (d) all Enformion information and materials to which Customer has access in connection with this Agreement and all personally identifiable information including, but not limited to, name, address, date of birth, social security or other government issued social identification number, income and credit histories, bank and credit card numbers, email address, and static IP address. Customer will use Enformion Confidential Information solely for the Purpose and will not use, disseminate or in any way disclose any Confidential Information to any third party other than as required for the Purpose. Additionally, notwithstanding the foregoing, Enformion may disclose the terms and conditions of this Agreement to Enformion's agent(s) and/or processor(s) under appropriate nondisclosure terms solely to the extent necessary to fulfill its obligations under this Agreement. Except as expressly permitted herein, Customer will not disclose any Confidential Information outside of the United States without Enformion's prior written consent.

5.3. Exceptions to Confidentiality. Confidential Information does not include information that (a) is or becomes part of the public domain through no act or omission of Customer or its agents or processors, (b) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality from a source other than Enformion who is known or should have been known to Customer to be under no obligation to Enformion or its agents or employees to maintain such information in confidence, or (c) is independently developed by Customer without using the Confidential Information. Customer may disclose Confidential Information in response to a valid court or governmental order, if (x) Customer has given Enformion prior written notice and provided reasonable assistance to afford it the opportunity to object and obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information, and (y), in the opinion of Customer's counsel, Customer is compelled as a matter of law to disclose the subject Confidential Information, and (z) Customer discloses to the party compelling disclosure only the part of such Confidential Information as is required by law to be disclosed in the opinion of its counsel, and uses commercially reasonable efforts to obtain confidential treatment therefor.

5.4. Breach of Confidentiality. If there is a breach of Customer's confidentiality obligations under this Agreement, Customer will reasonably cooperate with Enformion in investigating and mitigating, to the extent practicable, any damages due to such breach and/or misappropriation. Such cooperation will not relieve Customer of any liability it may have as a result of such a breach. Except to the extent required by applicable law, Customer will make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without Enformion's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. To the extent such public notifications are required by applicable law, Customer will provide Enformion written notice prior to releasing such public notifications.

5.5. Privacy and Data Protection. Customer acknowledges that Enformion Data may include personal information or personal data, as those terms are defined by the jurisdictions with legal authority over Customer's activities. Customer agrees to comply with all applicable privacy and data protection laws in the performance of its obligations under the Agreement, including maintaining a privacy policy that describes how it collects, uses, stores and discloses personal information, and instructs individuals how to opt-out of such practices or, if required, how to affirmatively consent to such practices, and how to contact Customer to exercise other legal rights with respect to personal information. Further, Customer agrees to provide reasonable assistance to Enformion to allow Enformion to fulfill its obligations under applicable privacy and data protection laws.

6. LIMITATION OF LIABILITY. Customer acknowledges that Enformion maintains a database, updated on a periodic basis, from which Customer obtains and resells the Enformion Products, and that Enformion does not undertake a separate investigation for each inquiry or request for the Enformion Products made by Customer. Customer also acknowledges that the prices Enformion charges Customer for the Enformion Products are based upon Enformion's expectation that the risk of any loss or injury that may be incurred by use of the Enformion Products will be borne by Customer and not Enformion. Customer therefore agrees that it is responsible for determining that the Enformion Products are in accordance with Enformion's obligations under this Agreement. Customer hereby agrees to bear the risk of any liability relating to its use of the Enformion Products. ACCORDINGLY, CUSTOMER'S USE OF OR ACCESS TO THE ENFORMION PRODUCTS IS ENTIRELY AT ITS SOLE RISK. NEITHER ENFORMION NOR ANY OF ITS DATA SUPPLIERS WILL BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTIES FOR ANY LOSS OF PROFITS, REVENUES, OR DATA, OR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH THE ENFORMION PRODUCTS, ANY USE OR ACCESS THEREOF OR ANY OTHER DATA OR

MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE NETWORK, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ENFORMION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ENFORMION BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY BUSINESS PRACTICES OF CUSTOMER THAT VIOLATE ANY APPLICABLE LAW, STATUTE, REGULATION, CONTRACT, OR TERMS OF SERVICE AGREEMENT. Enformion's liability (including the liability of any third party data provider) and Customer's sole remedy, whether in contract, under any warranty, in tort (including negligence), in strict liability or otherwise, will not exceed the return of the charges paid by Customer to Enformion, subject to the maximum limit set forth in this Section. The price stated for the Enformion Products is a consideration in limiting Enformion's liability and Customer's remedy. IN NO EVENT WILL ENFORMION BE LIABLE IN ANY MANNER WHATSOEVER AS A RESULT OF ENFORMION'S OBTAINING OR FURNISHING OF THE ENFORMION PRODUCTS. MOREOVER, ENFORMION'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE THE AGGREGATE AMOUNT PAID UNDER THIS AGREEMENT BY CUSTOMER FOR THE ENFORMION PRODUCTS, WHICH ARE THE SUBJECT OF SUCH CLAIM, DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

7. INDEMNIFICATION.

7.1. Indemnification. Notwithstanding any other provision to the contrary contained herein, Customer will indemnify, defend, and hold harmless Enformion, its officers, directors, agents, employees, customers, users and clients from and against any and all liabilities, damages, losses, claims, demands, suits, causes of action, judgments, costs or expenses (including courts costs and reasonable attorneys' fees) imposed upon or incurred by Enformion pursuant to this Agreement arising out of or resulting from any of the following: (a) the use, access, disclosure, sale or transfer by Customer of the Enformion Products; or (b) any negligent act or omission or intentional misconduct on the part of Customer and its respective employees, consultants, officers, agents, representatives, contractors, or subcontractors; or (c) Customer's failure to comply with applicable laws, codes, regulations and orders; or (d) any unauthorized use, or threatened use, or disclosure, or threatened disclosure, by the Customer or any of its Personnel (as defined in Exhibit B) of the Confidential Information; or (e) any other breach by Customer of any obligation contained in this Agreement; or (f) any claim that Customer's technology or other materials infringe or misappropriate any copyright, patent, trademark, trade secret or any other intellectual property or proprietary right of any third party; or (g) any property damage, personal injury or death that results from Customer's technology or other materials. Enformion will have the right to approve any counsel retained to defend any demand, suit or cause of action in which Enformion is a defendant, and the approval will not be unreasonably withheld. Customer agrees that Enformion will have the right to control and participate in the defense of any the demand, suit or cause of action concerning matters that relate to Enformion, and that the suit will not be settled without Enformion's consent, which consent will not be unreasonably withheld. If, in Enformion's reasonable judgment, a conflict exists in the interests of Enformion and Customer in the demand, suit or cause of action, Enformion may retain its own counsel whose reasonable fees will be paid by Customer.

7.2. No Suit. Customer covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against Enformion, its officers, directors, employees, contractors, agents, affiliated bureaus or subscribers arising out of or relating in any way to the Enformion Products not being accurate, timely, complete or current.

8. DISCLAIMER OF WARRANTY. Enformion will use reasonable best efforts to deliver the Enformion Products to Customer; provided, however, that Customer accepts that Enformion Products are provided "AS IS." Because the Enformion Products involve conveying information provided to Enformion by other sources, Enformion cannot and will not be an insurer, guarantor or warrantor of the accuracy or reliability of the Enformion Products, data contained in its database or in the Enformion Products. ENFORMION DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ENFORMION PRODUCTS, INFORMATION IN THE ENFORMION PRODUCTS OR THE MEDIA ON OR THROUGH WHICH THE ENFORMION PRODUCTS ARE PROVIDED. ENFORMION DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF THE ENFORMION PRODUCTS. ENFORMION WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ANY OF ENFORMION'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE ENFORMION PRODUCTS OR INFORMATION THEREIN. ENFORMION PROVIDES NO WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH ABOVE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. TEMPORARY TERMINATION OF ACCESS TO NETWORK. Enformion reserves the right at any time and without prior notice to Customer to change the Network's hours of operation or to limit access to the Network in order to perform repairs, make modifications or as a result of circumstances beyond Enformion's reasonable control.

10. TERM OF AGREEMENT.

10.1 Term. This Agreement will commence on the Effective Date and will continue for a period of _____ (the "**Initial Term**"), after which this Agreement will be renewed for successive one (1) year terms (the "**Renewal Term**") unless either party gives written notice of nonrenewal at least thirty (30) days prior to the end of the then current term. The Initial Term and any Renewal Terms will be collectively referred to as the "**Term**". This subsection is subject to the early termination rights stated elsewhere in this Agreement.

10.2 Early Termination. Enformion may terminate this Agreement, with or without cause, by providing Customer with notice. Customer may terminate this Agreement for Enformion's breach of any material provision of this Agreement; provided Customer has provided Enformion with written notice specifying such breach and Enformion has failed to cure such breach within thirty (30) days of receipt of such notice. The foregoing notwithstanding, and without limiting any other remedies to which Enformion may be entitled, Enformion reserves the right to immediately suspend its performance under this Agreement and/or terminate this Agreement if Enformion, in good faith, determines that (a) Customer has failed to comply with the requirements of any federal or state legislation or case law, regulatory action or government mandate or is prohibited from using the Enformion Products in a manner or for purposes contemplated under this Agreement; or (b) the use of Enformion Products is the subject of litigation or threatened litigation by any governmental entity and/or is the subject of an adverse and documented consumer reaction related to

consumer privacy issues; or (c) Enformion's continued provision of the Enformion Products to Customer pursuant to this Agreement is prohibited or impractical due to the loss of its source of the data, or changes in applicable laws or costs associated with the acquisition and provision of the Enformion Products. This Agreement also immediately will terminate if a receivership, bankruptcy or insolvency proceedings are commenced by or against Customer, upon an assignment for the benefit of creditors of Customer, or, at the discretion of Enformion, upon the termination, winding up or liquidation of normal business operations by Customer, whether or not with the aid and assistance of any court

10.3 Effect of Expiration or Termination. Upon the effective date of any expiration or termination of this Agreement, Customer will cease all further use and access of the Enformion Products and will cause, no later than fifteen (15) days following expiration or termination of this Agreement, the destruction of all copies of and updates to the Enformion Products as well as any computer files or output listings that contained any or all Enformion Products. In no event will Customer retain any Enformion Products. Customer will provide written certification signed by an officer of Customer that all such Enformion Products have been destroyed within thirty (30) days following expiration or termination of this Agreement. The destruction procedures undertaken by Customer will be of a nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent any misappropriation or unauthorized use of such Enformion Products. All purging of Enformion Products from Customer's computer systems will also be of nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent against any misappropriation or unauthorized use of such Enformion Products. In no event will Customer retain any Enformion Products.

10.4 SURVIVAL. Sections 1, 2.4-2.6, 3, 4.4, 5, 6, 7, 9, 10, 11.3, 12, 13, 14 and 15 of this Agreement, Exhibit B and any other provision that by its nature should survive will survive any expiration or termination of this Agreement. Moreover, and notwithstanding the foregoing, any expiration or termination of this Agreement will not relieve either party of any royalties, fees or other payments due to the other party through the date of any such expiration or termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such expiration or termination.

11. Representations and Warranties. Customer represents and warrants to Enformion, as of the Effective Date and such other dates as provided below, the following:

- (a) The United States Foreign Corrupt Practices Act prohibits giving money or items of value to non-United States officials to influence a non-United States government, and also prohibits giving money or items of value to any person or firm when there is reason to believe the money or item of value will be passed on to a government official in an attempt to influence a non-United States government. Customer is in compliance and will continue to comply with all requirements of the United States Foreign Corrupt Practices Act and to refrain from accepting or making payments to third parties, which would cause Enformion or its data providers to violate or otherwise have liability under such Act.
- (b) Customer is an equal opportunity employer. Customer does not discriminate on the basis of race, religion, age, sex, marital status, citizenship status, sexual orientation, veteran status, medical condition, national origin, gender identity, genetic information, physical handicap or disability, or any other legally protected classification, except as may be permitted by applicable law.
- (c) As of the Effective Date, neither Customer nor any entity holding any material ownership in Customer, nor any officer or director of Customer, is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Customer or any entity holding any material ownership in Customer, nor any officer or director of Customer, located, organized or resident in a country or territory that is the subject of Sanctions. Customer represents and warrants that it has not, nor will it, violate any Sanctions. Customer will not in connection with this Agreement and the transactions contemplated herein fund or engage in any activities with any individual or entity or in any country or territory that, at the time of such funding or activity, is subject to Sanctions.
- (d) Customer is duly organized, existing and in good standing under the laws of the state of its incorporation. Customer has the requisite power and authority to enter into, and to satisfy all of its obligations under, this Agreement and any related agreements. This Agreement and the transactions contemplated hereby have been duly authorized and approved by the appropriate officers and/or other Personnel of Customer, and no further action or proceeding on the part of Customer is necessary or appropriate with respect to the execution by Customer of this Agreement or any related agreements, or the consummation by Customer of the transactions contemplated hereby or thereby.

12. GENERAL. This Agreement will be governed by California law, excluding its conflicts of laws provisions, and the parties agree and consent to venue and jurisdiction in the state or federal courts in Sacramento County, California. This Agreement will not be assigned by Customer, in whole or in part, without the prior written consent of Enformion. All notices to Customer that are required or permitted under this Agreement will be posted on the Enformion website or sent to Customer at the address listed above via certified or registered mail, return receipt requested. All notices to Enformion that are required or permitted under this Agreement will be sent to Enformion at the address listed above via certified or registered mail, return receipt requested. Failure by either party to insist in any one or more cases upon the strict performance of any of the terms and conditions of this Agreement will not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document, including without limitation any Customer purchase order, will be of no effect. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between Enformion and Customer or any Personnel, agent or subcontractor of Customer. Enformion is not responsible and Customer is responsible for withholding, deducting or remitting from Customer Personnel's compensation, any federal or state income taxes, social security, unemployment compensation, medical, dental, workers' compensation or disability insurance coverage, pension or retirement plans or the like. Neither party will, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party. Nothing herein, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors

and permitted assigns, any rights or remedies under or by reason of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the provision will be enforced to the maximum extent permissible, and the validity, legality and enforceability of the remaining provisions will continue in full force and effect to the extent the parties' intent reflected in this Agreement remains substantially unimpaired. Section headings of this Agreement are provided for reference only and will not be used as a guide to interpretation.

13. FORCE MAJEURE. Neither party will be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include acts of God; strikes, boycotts or other concerted acts of workmen; failure of the Internet, utilities or networks; laws, regulations or other orders of public authorities; military action, state of war or other national emergency; fire or flood.

14. RETENTION OF RIGHTS. Nothing in this Agreement is intended to or will limit or restrict Enformion's ability to market and sell its services within the geographic areas in which, or to the customers to whom, Customer markets or sells its services.

ENFORMION LLC	CUSTOMER:
By:	By:
Name: Amber Higgins	Name:
Title: CEO	Title:

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective

EXHIBIT A- (insert number; change for additional Exhibit As)

EXHIBIT EFFECTIVE DATE:

PURPOSE (CHECK ALL THAT APPLY):

Purpose A: Internally evaluating and testing the ENF Products ("Testing")

Purpose B: Performing research in the regular course of Customer's business and (b) if required, temporarily storing (on a storage device in Customer's exclusive control) and/or printing an insubstantial amount of only applicable portions of ENF Data in order to quote it in memoranda, briefs or similar work product produced in the regular course of Customer's business or to provide to Customer's clients in the regular course of Customer's business.

IF PURPOSE A (TESTING) IS CHECKED ABOVE, CHECK DURATION FOR TESTING*: days

* Note: Duration begins on the Exhibit Effective Date.

FEES:

For Purpose A (Testing), no charge during duration.

For Purpose B, the following fees apply:

Product	Monthly Minimum	Rate

INVOICING AND PAYMENT (INSERT ONLY IF DIFFERENT FROM SECTION 4.2 OF THE AGREEMENT):

ENFORMION LLC	CUSTOMER:
By:	By:
Name: Amber Higgins	Name:
Title: CEO	Title:

EXHIBIT B

ACCESS SECURITY REQUIREMENTS FOR INFORMATION ACCESS

Customer will maintain an information security program that is designed to protect information processing system(s) and media containing Enformion Products from internal and external security threats, and Enformion Products from unauthorized disclosure. Customer will be responsible to implement this program for all Enformion Products to which Customer or any of its employees, consultants, agents, representatives, contractors or subcontractors ("**Personnel**") have or obtain access. Enformion reserves the right to make changes to this Exhibit and its security requirements without prior notification to Customer. The information provided in this Exhibit provides minimum baseline information security requirements. Customer agrees to follow the requirements outlined below when accessing, transmitting, processing, storing or using (collectively, "**accessing**" or "**access**") any Enformion Products. Customer will strictly comply with the following:

1. Access and Passwords.

1.1. Enformion Products Access Control Measures

- (a) All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party.
- (b) If using third party or proprietary system to access Enformion Products, Customer will ensure that the access must be preceded by authenticating users to the application and/or system.
- (c) If the third party or third party software or proprietary system or software used to access Enformion Products is replaced or no longer in use, the passwords should be changed immediately.
- (d) Customer will cause a unique user ID and password to be created for each user to enable individual authentication and accountability for access to Enformion's Products.
- (e) User IDs and passwords will only be assigned to authorized individuals granting the least privilege necessary to perform the Personnel's responsibilities.
- (f) Ensure that Personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for Permitted Purposes.
- (g) Customer will ensure that no Customer Personnel access their own credit reports or those reports of any family member(s), friend(s) or other individual unless in connection with a Permitted Purpose and applicable law.
- (h) Customer will implement a process to terminate access rights immediately for users who access Enformion Products when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- (i) Customer will implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
- (j) Customer will implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.

1.2. Use of Passwords with Enformion Products. Customer will:

- (a) Require strong passwords consistent with industry best practices that: (i) cannot be easily determined (i.e. name or company name, repeating numbers and letters or consecutive numbers and letters);
- (b) Ensure that passwords are not transmitted, displayed or stored in clear text
- (c) Protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption, when using encryption and "salting", ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
- (d) Require active logins to credit information systems to be configured with an appropriate inactive session timeout.

1.3. Change of Passwords. Passwords (user passwords) must be changed immediately when:

- (a) Any system access software is replaced by other system access software or is no longer used.
- (b) The hardware on which the software resides is changed or disposed.
- (c) Any suspicion of a password being disclosed to an unauthorized party.

2. Asset Protection. Customer will maintain commercially reasonable controls, based on Customer's industry (or general best practices if nothing for the industry exists), in place to protect Customer's assets. This should include handling standards for introduction, transfer, removal and disposal of all assets based on asset classification. Without limiting the foregoing, Customer will:

- a) Maintain an inventory of critical hardware and critical software assets that access, store or make use of Enformion Products.
- b) Have procedures for the disposal and reuse of equipment that access, make use of or store Enformion Products, including notification procedures in the event of any lost or misplaced equipment that may have access to or store information related to Enformion Products.
- c) Implement physical security controls to prevent unauthorized entry to Customer's facility and access to Enformion Products. Customer will ensure that access is controlled with badge readers, other systems, or devices that restrict physical access, including but not limited to authorized lock and key.

3. Data and Information Protection. Customer will maintain a documented set of rules and procedures that regulate the use, access and control of information, including without limitation its receipt, transmission, processing, storage, controls, distribution, retrieval, access and presentation. Without limiting the foregoing, these rules will protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule. Customer will maintain a formal user registration and de-registration procedure for granting and revoking access and access rights. Without limiting the foregoing, Customer will comply with

the following measure to protect all data:

- a) Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle.
- b) Implement and follow current best security practices for computer virus detection scanning services and procedures
- c) Implement and follow current best procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- d) Encrypt all Enformion Products when stored or transmitted electronically on any system using strong encryption such as AES 256 or above.
- e) Enformion Products are confidential and must not be stored on personally-owned equipment or portable devices including, but not limited to, laptops, personal digital assistants, MP3 devices, USB devices, removable/portable media or smart tablets or smart phones.
- f) When using smart tablets or smart phones to access Enformion Products, ensure that such devices are protected via device pass-code.
- g) Applications utilized to access Enformion Products must protect data while in transmission such as SSL protection and/or use of VPN.
- h) When no longer in use, all hard-copy materials containing Enformion Products must be crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
- i) When no longer in use, electronic media containing Enformion Products must be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
- j) Require any and all of Personnel permitted under this Agreement to have access to any Enformion Products to maintain effective information security measures designed to protect Enformion Products from unauthorized disclosure or use.
- k) Ensure that all data requests from Customer to Enformion include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.

4. Network Protection.

- a) Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- b) Administrative access to firewalls and servers must be performed through a secure internal wired connection only. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
- c) For wireless networks connected to or used for accessing or transmission of Enformion Products, ensure that networks are configured and firmware on wireless devices updated to support strong encryption for authentication and transmission over wireless networks.
- d) When using third party service providers (e.g. application service providers) to access, transmit, store or process Enformion Products, ensure that an independent 3rd party security assessment (one of the following, or a current equivalent: ISO 27001, PCI DSS, EI3PA, SSAE 16 – SOC 2/SOC3, FISMA, or CAI / CCM) has been performed, and that they are found to be compliant.
- e) Perform regular tests/scans on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- f) Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Enformion Products; establish a process for linking all access to such systems and applications.
- g) Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Enformion Products and to access Enformion Products.

5. Mobile and Cloud Technology.

- a) Storing Enformion Products on mobile, cloud or portable devices and services is prohibited. Any exceptions must be obtained from Enformion in writing; additional security requirements will apply.
- b) Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- c) Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- d) Under no circumstances are Enformion Products to be exchanged between secured and non-secured applications on the mobile device.
- e) In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Enformion Products via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication mechanisms are utilized to authenticate users to application.

6. Personnel Background Checks, Policies and Training.

6.1. Background Check.

- (a) Customer will conduct, or require, appropriate pre-employment background checks on all Personnel that have access to hardware or software systems that access, use or store Enformion Products.
- (b) Customer will comply with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting pre-employment background screenings.

- (c) Customer will maintain a process to enable it to learn if any Personnel are convicted of any crimes at any time after the pre-employment background screening that would have otherwise disqualified such Personnel during such pre-employment background screening. Regardless of how Customer learns of such violation, in the event such Personnel have access to Enformion Products, it must promptly contact Enformion to discuss the potential impact to information security and confidentiality.
- (d) All Personnel must be bound by Non-Disclosure/Confidentiality Agreement before they perform any service requiring access to Enformion Products.

6.2. Policies and Training.

- (a) Prior to receiving access to Enformion Products, Personnel will receive security awareness training appropriate to their job function.
- (b) The access rights of all Personnel with access to systems or media containing Enformion Products will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change of job function.
- (c) Customer will require its customers to maintain effective information security measures consistent with this Agreement in order to protect confidential information from unauthorized disclosure or use of Enformion Products.

7. Security Audits.

- a) Customer understands that its use of Enformion Products and compliance with the security requirements set forth in this Exhibit may be monitored and audited by Enformion. Enformion may from time to time conduct on-site security audits or reviews on Customer's systems containing any Enformion Products as it relates to the Customer's compliance with the terms of this Exhibit or the mechanisms Customer maintains to safeguard access to Enformion Products. Audits may include examination of systems security and associated administrative practices.
- b) Reasonable access to audit trail reports of systems utilized to access Enformion Products will be made available to Enformion upon request, for example during breach investigation or while performing audits.

8. Vulnerability Monitoring; Software Development.

- (a) Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops), mobile devices and all other systems current with appropriate system patches and updates.
- (b) Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- (c) Implement and follow current best security practices for computer virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

9. Security Incidents.

- (a) Customer will have a documented plan and associated procedures in case of an information security incident. The plan must clearly articulate the responsibilities of Personnel and identify relevant notification parties.
- (b) Unless prohibited by law, Customer will notify Enformion of any security breach involving (i) the theft, loss or unauthorized disclosure, acquisition, access to or misuse of the Enformion Products in the possession or control of Customer; or (ii) a compromise of the confidentiality and/or integrity of any hardware, software, network, or telecommunications or information technology systems used by Customer to transmit, store, process or otherwise handle the Enformion Products ("**Security Breach**") as soon as Customer knows or reasonably suspects that such Security Breach exists or did exist, and in any event within twenty-four (24) hours of such knowledge or suspicion. In the event Customer is prohibited by law from providing such notice, it will nonetheless provide as much of the foregoing information as it is permitted to provide under law at the earliest practicable time it is permitted to do so under law. Email notification at customercare@enformion.com.

10. Head Security Designate. In addition to the above, following requirements apply where Customer or its Personnel are provided access to Enformion Products directly or via Internet ("**Internet Access**"):

- a) Customer agrees to identify to Enformion in writing an employee it has designated to act on its behalf as a primary interface with Enformion on systems access related matters. This individual will be identified as the "**Head Security Designate.**" Customer's Head Security Designate will be responsible for establishing, administering and monitoring all Customer Personnel's access to Enformion Products which are delivered by Internet Access, or approving and establishing Security Designates to perform such functions
- b) Customer will limit the dissemination of the Enformion Data Products to appropriate employees whose duties justify the need to know such Enformion Data Products and will require that all such employees are first subject to obligations of confidentiality substantially similar to those contained herein. Head Security Designate must immediately report any suspicious or questionable activity to Enformion regarding access to Enformion Products and must disable access by any employee if it is or may become

likely to result in a security threat, the release or compromise of Enformion Products or if the employee 's employment is terminated by Customer. Enformion reserves the right to terminate any accounts it deems a security threat.

11. Additional Security Terms.

- (a) Customer acknowledges and agrees that Customer and each of its Personnel has an ongoing obligation to protect and ensure the confidentiality, privacy, security and integrity of Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct in furtherance of the foregoing continuing obligation.
- (b) Enformion may provide written notice to Customer of updates to Enformion's information security requirements ("**Updated Security Requirements**"). Customer will comply with the Updated Security Requirements following a mutually agreed upon and reasonable period of time; provided that if the parties cannot reasonably agree to a period of time for Customer's compliance, or if Customer fails to provide Enformion with a written certification of compliance within thirty (30) days after the agreed upon compliance date, then Enformion may terminate this Agreement without any penalty or further obligation.
- (c) Before using any third party service providers to access, transmit, or store Enformion Products, Customer must obtain the prior written consent of Enformion. Additional requirements and documentation may be required by Enformion.

12. Breach. Without limiting Enformion's rights or Customer's obligations under any other provision of this Agreement, in the event of a breach by Customer of this Agreement that results in the theft, loss, or unauthorized disclosure, acquisition, access to or misuse of Enformion Products, direct damages in connection with any such breach will include (i) the reasonable costs and expenses of investigation and analysis (including by law firms and forensic firms retained by Enformion, to the extent Customer does not share its investigation and analysis work product, or such work product is not reasonably acceptable to Enformion), (ii) reasonable costs of correction or restoration of any destroyed, lost or altered data or assets, notification to affected consumers (including by mail house firms), and (iii) costs of credit monitoring and other reasonably required remediation services. Customer will reimburse Enformion for any losses incurred by Enformion in correcting Customer's failure to comply with the privacy and/or confidentiality provisions of this Agreement, including Customer's destruction obligations.

EXHIBIT C PERMISSIBLE USES

Customer understands that Enformion cannot provide legal advice regarding the appropriate uses of personal information and that it is Customer's obligation and responsibility to seek legal counsel in interpreting the applicable laws. However, regardless of the opinion of Customer's legal counsel, Enformion will allow or restrict access to Enformion Products based on Enformion's understanding of the applicable laws. All such decisions are the sole discretion of Enformion and will be final.

GLBA PERMISSIBLE USES. The GLBA requires financial institutions and credit-reporting agencies to protect personal financial information of customers, and restricts disclosure of such information to non-affiliated third parties. Enformion Products may contain information governed by GLBA. While other uses for information may be allowable under the GLBA, the purposes for which Enformion will allow access to Enformion Products are limited to those listed below.

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To the extent specifically permitted or required under laws other than GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.
- To comply with federal, state, or local laws, rules and other applicable legal requirements.
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- Use by persons holding a legal or beneficial interest relating to the consumer.
- Use by persons acting in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer.
- For required institutional risk control, or for resolving consumer disputes or inquires.

GLBA was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and GLBA provides limited exceptions under which such information may be used; therefore, Customer hereby certifies to Enformion that (a) it has determined that its use of certain identification-only products (Reference Products), including but not limited to, Credit Header Products, is pursuant to an exception under GLBA and (b) its use of the Reference Products will be for the GLBA exception(s) designated above.

Customer further acknowledges an understanding of the restrictions imposed by the FCRA. Customer agrees to only use information to locate or to further identify the subject of a search. Customer may not and will not use information, in whole or in part, to determine a consumer's eligibility for credit, for employment, or for tenant screening, nor may Customer use information for any other purpose for which Customer might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a search and the basis for such adverse action is information obtained or derived from information, Customer must verify such information from another source before taking such adverse action.

For a complete reading of the law, visit: <http://www.ftc.gov/privacy/glbact/glbsub1.htm> and <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act>

CELL PHONE NUMBERS. Customer acknowledges that the government has placed restrictions upon the use of cell phone numbers. Customer agrees that any use of the cell phone numbers provided by Enformion as part of the Enformion Products will be used in strict accordance with all applicable laws, rules and regulations.

DPPA PERMISSIBLE USES. The Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("DPPA"), makes it unlawful for any person knowingly to obtain or disclose personal information from a motor vehicle record for any use not permitted by DPPA. Enformion Products may contain information that is governed by the DPPA. Below are the uses permitted by DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court agency, or before any self-regulatory body, including the service of process, investigation and anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or Insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

ACCESS TO AND USE OF DEATH DATA. Customer will not take any adverse action against any consumer without further investigation to verify information from the deceased data, flags or other indicia within the Enformion Products. Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15



C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). As many credit bureau data services contain information from the DMF, Customer must be aware of and comply with its continued obligation to restrict any use of deceased flags or other indicia within the Enformion Products to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with applicable FCRA or GLBA use. Customer's continued use of Enformion Products affirms Customer's commitment to comply with these terms and all applicable laws.