



DATA SERVICES SCHEDULE

This Data Services Schedule (“**Schedule**”) is entered into by and between Experian Marketing Solutions, LLC (“**Experian**”) and the Client (“**Client**”) pursuant to the Experian Standard Terms and Conditions between Experian and Client (“**Agreement**”). Experian and Client may be referred to in this Schedule individually as a “**Party**” and collectively as the “**Parties**.”

Experian and Client hereby agree as follows:

1. Definitions.

- (a) “**Affiliate**” shall mean any person or entity controlling, controlled by or under common control with a Party.
- (b) “**Agent**” shall mean a third party acting on behalf of Client to (i) provide, receive, process, use, or access Experian Data or Client Data, or (ii) provide, perform, receive, access or use Data Services, in the performance of and in accordance with this Schedule.
- (c) “**Schedule**” has the meaning set forth in the Agreement, and any Order, Change Order, amendment, or supplement entered into pursuant to this Schedule, shall collectively be referred to as “**Agreement**”.
- (d) “**Applicable Laws**” shall mean any federal, state and local laws, rules, and regulations applicable to a Party’s performance of this Schedule or provision or use of the Data Services.
- (e) “**Audience Segment**” shall mean an anonymized combination of data organized pursuant to Client-designated selection criteria as further set forth in an Order.
- (f) “**Change Order**” shall mean a written modification or addition to an Order entered into between the Parties.
- (g) “**Claim**” shall mean any third-party claim, damage, loss, liability, cost or expense, including reasonable attorneys’ fees.
- (h) “**Client Data**” Notwithstanding the definition in the Agreement, Client Data shall mean any consumer, or business data that Client or Client’s Agent or designee supplies to Experian in the performance of this Schedule, which does not constitute Experian Data. Experian agrees to take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.
- (i) “**Client Property**” shall mean Client Data, and creative content, materials, and templates provided to Experian in connection with the Data Services and this Schedule, but expressly excluding any Experian Property.
- (j) “**Data Append Services**” shall mean Experian appending Experian Data to a Client Data file pursuant to an Order.
- (k) “**Data Install Services**” shall mean Experian provision of a comprehensive dataset of either personally identifiable information, or, unique identifiers without personally identifiable information, and broad Experian Data elements, from Experian’s proprietary consumer database as set forth in an Order.
- (l) “**Data Matching Services**” shall mean Experian comparing or matching one or more data files.
- (m) “**Data Services**” shall mean any of the Data Append Services, Data Matching Services, the List Rental Services, List Processing Services, delivery of Experian Reports, Data Install Services, Modeling, or any other services set forth in an Order to this Schedule.
- (n) “**Digital Marketing**” shall mean use of the Data Services or Experian Data for advertising Client products and services through one or more forms of electronic media, which may include, delivery via the Internet, social media, email, mobile phones, electronic billboards, and digital television and radio channels.
- (o) “**Experian Data**” In addition to the definition of Experian Data in the Agreement, Experian Data shall mean any consumer, business, or any other data that Experian provides to Client and/or Client’s Agent in the provision of the Data Services, including but not limited to, any Experian Report, Model, unique identifiers or segmentation codes, and Audience Segments. Client agrees to maintain the confidentiality of Experian Data and to prevent unauthorized access, use or disclosure of Experian Data.
- (p) “**Experian Property**” shall mean the Experian Data, materials, templates, technologies, processes, techniques, and methodologies used, conceived, provided or developed by Experian in connection with the Data Services or this Schedule, but expressly excluding any Client Property.
- (q) “**Experian Report**” shall mean a tabulation of consumer, business or other information or data which includes analysis, observations, benchmarking and/or recommendations, and which Experian provides to

Client and/or Client’s Agent in a printed or electronic file format in the form of a report.

(r) “**Fees**” shall mean the fees or prices for the Data Services agreed to by the Parties in an Order.

(s) “**License Term**” shall mean the duration of Client’s permitted use of Experian Data specified in the applicable Order.

(t) “**List**” shall mean Experian Data which includes prospect contact information for the selected Experian Data elements that Experian compiles based upon Client-designated selection criteria.

(u) “**List Processing Services**” shall mean Experian processing Client Data to incorporate certain Experian Data or delete certain Client Data records from a Client file, and may include data hygiene, address capture, postal, and national change of address services.

(v) “**List Rental Services**” shall mean Experian licensing one or more consumer or business marketing prospect Lists to Client for a one-time use.

(w) “**Modeling**” shall mean Experian application of proprietary Experian algorithms to generate an output score that reflects certain targeted attributes.

(x) “**Model**” shall mean an Experian algorithm developed in order to score a data file with a numerical or similar value.

(y) “**Offline Marketing**” shall mean use of the Data Services or Experian Data to advertise Client products and services through offline media, including telephone solicitation, analysis and direct mail.

(z) “**Order**” shall mean a written order (e.g. work order, statement of work or insertion order) for Data Services pursuant to this Schedule that is executed by the Parties.

(aa) “**Permitted Use**” shall mean, as expressly set forth in an applicable Order to this Schedule, the use of Experian Data or Data Services for any or all of the following for the Client’s direct marketing purposes: (i) Digital Marketing; (ii) Offline Marketing; and/or (iii) as the Parties may otherwise agree in an Order. This includes Client use of the Experian Data or Data Services for creation of reports, measurement, or models in support of Client’s direct marketing.

(bb) “**Security Breach**” shall mean any actual unauthorized access to or use of the disclosing Party’s data provided to the recipient or recipient’s designee.

2. Data Services.

- (a) Experian shall provide to Client the Data Services as set forth and in accordance with each Order. Each Order shall reference this Schedule and the Agreement incorporated therein. In the event of a conflict among or between the terms of this Schedule, an Order, or a Change Order, the following precedence shall apply with respect to the Data Services offered pursuant to an Order: (i) Change Order; (ii) an Order; (iii) this Schedule; then (iv) the Agreement.

(b) Client shall be fully responsible and liable for any acts and omissions related to this Schedule of any Agent, including any use or distribution of Experian Data or Data Services by an Agent.

3. Term.

The term of this Schedule shall commence as of the Effective Date and shall continue for a period of one (1) year. The term shall extend for additional, successive one (1) year periods unless and until a Party provides written notice of termination of this Schedule or the Agreement to the other Party not less than thirty (30) days prior to the expiration of the then current Term. Notwithstanding any such termination, any Order currently in effect as of such termination shall survive subject to the terms of this Schedule and the Agreement until the first to occur of: (i) expiration of any term stated in such Order; (ii) Experian completion of the applicable Data Services specified in such Order; or (iii) termination of such Order in accordance with this Schedule, the terms set forth in such Order or the Agreement.

4. Termination.

If a Party is in material breach of this Schedule or an Order, the non-breaching Party may terminate any affected Orders upon thirty (30) days prior written notice to the breaching Party, provided such breach is not cured within such thirty (30) day period. Notwithstanding the foregoing, Experian may immediately suspend its performance of the Data Services pursuant to the Schedule, or an Order upon written notice to Client if in Experian's reasonable good faith judgment any Data Services, Experian Confidential Information, and/or Experian Data provided to Client are being used or disclosed in a manner materially contrary to the Schedule and/or Order. Experian may suspend such performance until such time as Client delivers to Experian an adequate assurance of future performance by Client relative to the breach, in accordance with the terms and conditions of the Schedule, or Order. If Client is unable to provide such assurance with respect to the Data Services or Experian Data or to cure such breach within five (5) days of Experian's written notice of suspension, the Schedule or Order may be terminated by Experian immediately upon written notice to Client. In the event any Order is terminated as a result of a breach, the non-breaching Party shall, in addition to its rights of termination, be entitled to pursue all other remedies available at law or in equity. Termination of any Order shall not relieve Client of its obligation to pay for any Data Services performed or provided by Experian pursuant to such Order through the effective date of termination. In addition, either Party may terminate this Schedule, upon fifteen (15) days prior written notice to the other Party, if: (i) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

5. Fees and Payment. Client shall pay Experian the Fees in accordance with the Agreement and in the amounts and manner specified in the applicable Order.

6. Data Use.

6.1. Client Data License. Subject to the terms and conditions of this Schedule, and for so long as Experian is not in material breach of the terms and conditions, Client hereby grants to Experian a limited, non-exclusive, non-transferable, license to use the Client Data solely to perform and provide the Data Services pursuant to and in accordance with each Order, this Schedule, the Agreement and all Applicable Laws, and for no other purpose. Experian shall not disclose Client Data to any third party, except as set forth in an Order, directed by Client, or as otherwise necessary for Experian to provide the Data Services. Unless otherwise required by Applicable Laws, Experian shall delete or destroy Client Data promptly following completion of the applicable Data Services. Client shall use commercially reasonable efforts to ensure that the Client Data does not: (i) knowingly include any consumer data obtained from consumer(s) domiciled outside the United States; or (ii) contain names of individuals under the age of eighteen (18) years and shall be responsible for Client's provision of any such Client Data to Experian and for Experian use of such Client Data in accordance with this Schedule.

6.2. Experian Data License.

(a) Subject to the terms and conditions of this Schedule, and for so long as Client is not in material breach of the terms and conditions of the Agreement, this Schedule, or any applicable Order, Experian hereby grants to Client a limited, personal, nonexclusive, and nontransferable license to use the Data Services and the Experian Data during the License Term solely for the Permitted Use as set forth in the Order, and in accordance with this Schedule and the Agreement, and for no other purpose whatsoever. Neither Client's Affiliates, Agents nor any other third party, shall be deemed a licensee of the Data Services and the Experian Data hereunder. Client shall use the Experian Data solely for Client's benefit in accordance with any applicable Order and this Schedule, and in strict accordance with all Applicable Laws, and all applicable privacy policies and self-regulatory guidelines promulgated by industry associations. Client shall not access, transfer, or use the Data Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Data Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian, unless such access, transfer, or use outside of the United States is explicitly permitted in the applicable Order. Client covenants that it shall comply with all Applicable Laws applicable to Client's access, collection, use, storage, transmission and provision to Experian of Client Data, and Client's access, receipt and use of the Data Services and Experian

Data. Client shall destroy the Experian Data and cease using the Data Services and Experian Confidential Information within ninety (90) days following the expiration or termination of the License Term applicable to such Experian Data. In the event that Client fails to comply with the foregoing, Experian may charge Client Fees for Client's continued use of the Experian Data at Experian's then-standard rates, in addition to exercising any other remedies Experian may have available at law or in equity.

(b) If Client reasonably determines that the Data Services are not in accordance with the specifications set forth in the applicable Order ("Nonconforming Data Services"), Client shall so notify Experian in writing within twenty (20) days after receipt of such Nonconforming Data Services. In such event, Experian shall, at its option, either re-perform such Data Services or issue Client a credit for the amount Client paid to Experian for any Nonconforming Data Services. Experian's reperformance of the Nonconforming Data Services or the credit for the amount of Fees Client has paid for such Nonconforming Data Services shall constitute Client's sole remedy and Experian's maximum liability under the Schedule regarding the Nonconforming Data Services. Client's failure to notify Experian as set forth herein shall mean that Client accepts the Nonconforming Data Services "AS IS."

(c) Except as expressly set forth in an Order, Client shall not, and shall not permit others to: (i) resell or license the Experian Data in whole or in part; (ii) distribute or otherwise disclose Experian Data in whole or in part, other than to an Agent; (iii) copy, modify, transform, create derivative works, or otherwise reproduce any Experian Data, except as necessary for backup or security purposes; (iv) attempt to discover, disassemble, decompile, attempt to derive the source code thereof, or reverse engineer, any Experian Data or confidential and proprietary criteria developed or used by Experian in the compilation of the Experian Data or the performance of the Data Services; (v) use, transform, modify or adapt the Data Services for use for any other purpose outside of the Permitted Use, including but not limited to, use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian; (vi) use, include or integrate the Experian Data in any product enhancements or development for sale or distribution to third parties; (vii) use the Experian Data to enhance any third party file or list, or develop, publish or maintain any list, enhancement, directory, or other similar product for sale or distribution to third parties; or (viii) use Experian Data in any marketing communication that refers to selection criteria or presumed knowledge about the recipient.

(d) **Copy Review.** Upon Experian request, Client shall provide to Experian a copy of all components of any Client Offline Marketing offer using sensitive Experian Data for Experian review and approval. Experian may suspend or cancel applicable Data Services in the event Client fails to comply with this Section 6 or any such solicitation fails to comply with this Section 6.

(e) Experian Data is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC Section 1681a. Client shall not use any Experian Data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute. Client shall not use the Experian Data in connection with credit repair or payday lending.

(f) Upon reasonable notice to Client, Experian may withdraw or decline to provide to Client any Experian Data or Data Services to comply with any requirements imposed by any applicable data sources, Applicable Law, or industry guideline, or in the event Client's use of the Data Services or Experian Data is the subject of a substantial, adverse or documented consumer reaction related to consumer privacy issues. In the event that there is any change in any of the foregoing that (i) renders fulfillment of an Order illegal; (ii) causes a substantial reduction in either Party's reasonably expected economic benefits under the Order; or (iii) substantially or commercially unreasonably increases the burden of either Party's performance under such Order, then such affected Party may terminate the applicable Order upon thirty (30) days prior written notice to the other Party, without any further liability for Fees, other than for amounts due to Experian for Data Services provided through the effective date of termination.

6.3. Confidentiality. The Parties shall from time to time disclose to each other Confidential Information in connection with the performance of this Schedule or provision of or use of the Data Services. A Party receiving Confidential Information pursuant to this Schedule ("Recipient") shall treat all Confidential Information provided by the disclosing Party ("Discloser") as proprietary and confidential to the Discloser and shall not disclose or permit disclosure of such Confidential Information to any third party, provided that the Recipient may disclose Confidential Information to its employees, officers, or directors, or legal or financial representatives on a need-to-know basis for performance of the Recipient's obligations under this Schedule. The

Recipient shall safeguard all Confidential Information of the Discloser with at least the same degree of care (and in no event, less than reasonable care) as the Recipient uses to protect its own Confidential Information of like kind. The Recipient shall use the Discloser's Confidential Information solely for the purpose of fulfilling its obligations under this Schedule and applicable Order, and shall not use or disclose such Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Schedule or by the Discloser in writing.

6.4 Security. Each Party will maintain reasonable and appropriate security procedures and practices to protect each Party's data provided to the other Party under this Schedule and any Order from unauthorized access, destruction, use, modification or disclosure. Each Party shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contain administrative, technical and physical safeguards that are appropriate to such Party's size and complexity, the nature and scope of its activities and the sensitivity of the information provided by each Party to the other Party hereunder. Such safeguards shall, at minimum, be reasonably designed to (i) protect the security and confidentiality of the other Party's data (ii) protect against anticipated threats or hazards to the security or integrity of such data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm to any consumer. A Party experiencing a Security Breach ("Breached Party") shall provide the other Party ("Noticed Party") prompt written notice upon discovery or notification of any Security Breach and will promptly and at its own expense investigate and take all commercially reasonable steps to identify, prevent and mitigate the effects of any Security Breach. The Breached Party shall promptly provide to the Noticed Party a detailed description of the incident, the data accessed, the identity of the affected consumers, and such other information as the Noticed Party may reasonably request concerning the Security Breach and conduct any commercially reasonable recovery necessary to remediate the impact and bear any reasonable cost the Noticed Party may incur as a result of a Security Breach, including any reasonable cost associated with the Noticed Party notifying any affected consumers. The Parties may provide for supplemental security terms applicable to certain Data Services pursuant to an Order.

7. Warranty. Warranties

(a) **Experian.** Experian warrants to Client that (i) Experian has full power and authority to enter into this Schedule and has obtained or will obtain and will continue to hold all necessary licenses, consents, permits and Schedules required for Experian to comply with Experian's obligations and license grants set forth in this Schedule and any Orders; and (ii) Experian will use commercially reasonable efforts to provide the Data Services in a timely manner.

(b) **Client.** Client warrants to Experian that (i) Client has the full power and authority to enter into this Schedule and has obtained or will obtain and will continue to hold all necessary licenses, consents, permits and Schedules required for Client to comply with Client's obligations and license grants pursuant to this Schedule and any Orders; and (ii) the Client Data was collected with the proper notice and opt-out opportunities provided in accordance with established industry practices and all Applicable Laws and that any opt-out records provided to Experian, if any, have been properly identified.

(c) **DISCLAIMER.** BECAUSE THE DATA SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE DATA SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. EXCEPT FOR ANY EXPLICIT WARRANTIES THAT MAY BE PROVIDED FOR AND IDENTIFIED IN THE AGREEMENT OR ORDER AS A WARRANTY, THE WARRANTIES SET FORTH IN THIS WARRANTY SECTION ARE THE ONLY WARRANTIES EXPERIAN HAS GIVEN CLIENT AND CLIENT HAS GIVEN EXPERIAN FOR THE DATA SERVICES, EXPERIAN DATA, CLIENT DATA OR OTHERWISE IN CONNECTION WITH THIS SCHEDULE. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENCY OF ANY DATA, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. EXPERIAN DOES NOT WARRANT THAT THE DATA SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

8. Indemnification.

(a) Experian.

(i) Experian shall indemnify, defend and hold harmless Client and its officers, directors, and employees and Affiliates from and against any and all Claims

to the extent caused by any (A) Experian violation of any Applicable Law in Experian's performance of the Data Services; (B) Experian breach of its confidentiality obligations under Section 6.3 and under the Agreement; and (C) Security Breach resulting in the unauthorized disclosure of Client Data in Experian's possession. In no event shall Experian be liable or have any indemnification obligation with respect to any asserted Claim caused or alleged to be caused by any Client Data, Client Content, or any information, products or services supplied by or through Client.

(ii) **Intellectual Property Indemnification.** Experian will indemnify, defend and hold harmless Client from any action or other proceeding brought against Client to the extent that it is based on a Claim that the delivery of the Experian Data or Data Services under this Schedule infringes any U.S. copyright or U.S. patent of a third party; provided that Client gives Experian immediate notice in writing of a complaint, gives Experian sole authority to defend the same and gives Experian all available information assistance and authority in connection therewith. Experian will have control of the defense of such proceeding including appeals and of all negotiations for, including the right to effect the settlement or compromise thereof. In the event of such a complaint or if in Experian's reasonable opinion such a complaint is likely to be successfully made, Experian shall, at its option and expense, to the extent necessary to provide substantially equivalent and compatible Experian Data and/or Service, procure for Client non-infringing Experian Data and/or Service, or modify the same so that it becomes non-infringing and conforms in all material respects. In the event that the infringing Experian Data and/or Service cannot be replaced or modified as set forth herein in a commercially reasonable manner, Experian may discontinue the Experian Data and/or Service, or that portion of the Experian Data and/or Service, and the access granted hereunder will terminate. Experian will not have any liability to Client if any such infringement, or complaint thereof, is based upon or arises out of (a) non-compliance with the Permitted Uses furnished by or on behalf of Experian in the Agreement, this Schedule or Order; (b) the use of the Experian Data and/or Service in a manner for which the same was neither designated nor contemplated; (c) modifications made to the Experian Data or Data Services by or on behalf of Client; or (d) the claimed infringement of any patent in which Client or any Affiliate of Client has any direct or indirect interest, by license or otherwise; or (e) if such Claim of infringement or complaint arises out of the actions of or is brought by a non-practicing entity or other such "patent troll." THE FOREGOING ARE EXPERIAN'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.

(b) **Client.** Client shall indemnify, defend and hold harmless Experian and its officers, directors, and employees and Affiliates from and against any and all Claims to the extent caused by any (i) violation of any Applicable Law or any applicable privacy policy in the collection or provision to Experian of the Client Data or Experian use of Client Data in accordance with the Agreement, this Schedule, and all Orders; (ii) infringement of any United States patent, copyright, or trade mark, or any other third party rights directly resulting from Client's provision to Experian or Experian use of any Client Data in accordance with the Agreement, this Schedule, and all Orders; (iii) Client or its Agent's breach of its confidentiality obligations under Section 6.3 and the Agreement; (iv) Client or its Agent's violation of any Applicable Law in Client's use of the Data Services or performance under this Schedule and all Orders; (v) Security Breach resulting in the unauthorized disclosure of Experian Data provided to Client or a Client Agent; (vi) use of Experian Data or Data Services by Client or Agent other than in accordance with this the Agreement, this Schedule, and all Orders.

(c) **Procedures.** A Party seeking indemnification for a Claim pursuant to this Schedule ("Indemnified Party") shall provide written notice detailing the circumstances of the Claim to the Party responsible for indemnifying against the Claim ("Indemnifying Party") promptly following the discovery of such Claim by the Indemnified Party. Failure to timely provide such notice shall not diminish the Indemnifying Party's indemnification obligation except to the extent the Indemnifying Party's ability to defend such Claim is materially prejudiced by such failure or delay. The Indemnified Party shall provide the Indemnifying Party with such information and cooperation as the Indemnifying Party may reasonably request in connection with any Claim.

10. Additional Provisions

10.1 Publicity. Client will not use or display the Experian trade names, trademarks, nor logos, nor make any public statement about Experian or its Affiliates or activities concerning the Parties' relationship arising out of this Schedule, including with respect to any press, advertisements or publicity, without the prior written consent of Experian.

10.2 Audit. Upon not less than fifteen (15) days prior written notice from Experian, and during Client's regular business hours, Experian will have the right to audit Client's and any of its Agent's use of the Data Services to assure compliance with the terms of this Schedule and any Orders. Client will be

responsible for assuring reasonable cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose. The foregoing audit rights shall be exercisable not more than once annually, unless Experian has a good faith reason to believe that the Experian Data is being used contrary to the Agreement, this Schedule or applicable Order. All information obtained during the audit, including the audit results, shall be subject to Section 6.3, except as necessary to pursue any legal and/or equitable rights available to Experian in a court of competent jurisdiction.

10.3 Independent Contractors. The Parties are independent contractors with respect to each other and nothing contained in, or in the performance of, this Schedule, shall be construed as creating an employment, agency, joint venture or partnership relationship between the Parties and under no circumstances shall any of the employees of a Party be deemed to be employees of the other Party.

10.4 Survival. The provisions of Sections 5, 6.3, 6.4, 8, 9 and 10, shall survive termination of this Schedule for any reason.

10.5 Counterparts. This Schedule may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Schedule binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. A signed copy of this Schedule or any Order transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Schedule or such Order for all purposes. Each Party represents that (i) the person signing the Schedule has all right, power and authority to sign the Schedule on behalf of such Party; and (ii) if it signs the Schedule with an electronic signature, it hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Schedule based on the fact that the terms were accepted with an electronic signature.

IN WITNESS WHEREOF, the Parties have executed this Data Services Schedule effective as of the Effective Date.

CLIENT

Signature: _____
Name: _____
Title: _____
Address: sample
sample
Attn: [attention to]

Experian Marketing Solutions, LLC

Signature: _____
Name: _____
Title: _____
Address: 955 American Lane
Schaumburg, IL 60173
Attn: Head Marketing Services Counsel