

# EXPERIAN DATA QUALITY DATA PROVIDER AND THIRD PARTY SOFTWARE TERMS AND CONDITIONS –

## PHONE VALIDATION DATA SET LICENSE

This Phone Validation Data Set License (the “License”) is entered into pursuant to the Experian Standard Terms and Conditions (“the Agreement”). In the event of a conflict between the Agreement and this License, this License shall prevail. This License applies to the following products: QAS Phone: 10-digit Validation, Professional Services - Phone Validation & Type Indicator and ISV Force Phone Validate - Per Click.

### Definitions:

“Licensed Service” means a service that validates the 10-digit number and identifies whether the telephone type is landline, mobile, or other. Available for USA and CAN telephone numbers.

“Query” means any unique access of the Licensed Services.

Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

### 1. License Grant.

- 1.1. During the term of the Agreement and subject to the terms and conditions of this License, Experian Data Quality hereby grants to Customer a non-transferable, non-exclusive license to use the Licensed Service in support of Customer’s business purposes.

### 2. Client Obligations/Use.

- 2.1. Customer agrees that it shall comply with all applicable privacy and data protection laws, rules and regulations related to its use of the Licensed Service, including information provided to and from the Licensed Service;
- 2.2. Customer agrees that to use the Licensed Service only to obtain information on a Query basis, and that all Queries to the Licensed Service will be primary; that is, except for use of existing customer information, there will be no queries with another third party product or service to obtain information that might be obtained from the Licensed Service without first making a Query to the Licensed Service;
- 2.3. Customer shall use the Licensed Service on a per Query basis and except for use in the transaction when initiated the Query, Customer shall not capture, store, record, cache, use for verification, or otherwise retain or use the information provided in response to a Query;
- 2.4. Customer agrees that it shall that it shall not: (i) disassemble, deconstruct, decompile or otherwise reverse engineer the Licensed Service; (ii) use information obtained from the Licensed Service to create a competing service; or (iii) sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or allow use of for the benefit of, any third party any of the Services or information from the Licensed Service, except that Customer’s independent contractors may use the Licensed Services in accordance with the Agreement and this License;

- 2.5. Customer agrees that information from the Licensed Service shall not be used by Customer for (i) using a phone number to look up an account in real-time or linking to other internal data in real-time; (ii) any real-time geographic call routing service (defined as connecting a caller to one location selected from multiple locations based on the geographic location of the caller; or (iii) speaking back or displaying information about locations selected from multiple locations based on the geographic location of the caller while the caller is on the line.
- 2.6. Customer is responsible for all fees relating to a telecommunication provider's connectivity services between Customer and the Licensed Service portal (i.e. fees for the purchase and/or lease, installation, testing, maintenance, repair and operation of all hardware/communication lines/equipment from the transaction/query origination point to the receiving point).
- 2.7. The Licensed Service uses redundant servers located at geographically diverse sites so that loss of a single server does not interrupt provision of the Licensed Service. In order for the Licensed Service to work properly, Customer's systems that connect to the Licensed Service must be configured using standard practices. For Web services, Customer's system must be configured to connect the production gateway for SOAP-based Queries. Experian Data Quality shall not be responsible for any unavailability of the Licensed Service caused by Customer's failure to properly configure its systems.
- 2.8. Client acknowledges that it may be able to access services other than the Licensed Service described herein. Some of those services require licenses and/or permission from other third party public or private entities. By accessing such services, Customer warrants that it has obtained the necessary licenses and/or permissions outside the license granted herein to legally access such services. Additionally, Customer will be responsible for any unauthorized access to services that are not the Licensed Services at the rate of \$0.50 per Query and shall be subject to all terms and conditions governing the Licensed Services for such unauthorized access.
- 2.9. Client acknowledges that Experian and its third party provider reserve the right to utilize submitted Queries for the sole purpose of corroborating the association of data points with their repositories.

### **3. Warranties**

- 3.1. Experian Data Quality warrants that the Licensed Service has been designed in a good workmanlike manner in accordance with industry standards.
- 3.2. Experian Data Quality does not warrant the uninterrupted or error-free operation of the Licensed Service.
- 3.3. Customer acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. Experian Data Quality disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the information supplied by Customer to the Licensed Service.
- 3.4. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE, EXPERIAN DATA QUALITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSND SERVICE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS OR CURRENTNESS OR FITNESS FOR A PARITCULAR PURPOSE. EXPERIAN DATA QUALITY DOES NOT WARRANT THAT THE LICSED SERVICE OR ANY INFORMATION DERIVED FROM THE LICENSED SERVICE WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS.

3.5. Customer warrants that (i) all telephone numbers provided by Customer shall be lawfully obtained by Customer based on consumer initiated transactions; (ii) its use of information from the Licensed Services will be legal; and (iii) that it does not have a line of business in the outsourced call center industry.

#### **4. Indemnification.**

4.1. In addition to the other indemnification obligations in the Agreement, Customer agrees to indemnify and defend Experian Data Quality against any loss or damages from all third party claims or legal proceedings brought against Experian Data Quality arising from the misuse of data related to this License by Customer and Customer's breach of this License. Experian Data Quality shall cooperate with Customer in the handling of such claim, provided, however, that Customer must receive Experian Data Quality's prior written consent (which consent shall not be unreasonably withheld or delayed) to any settlement that (i) includes an admission of liability by Experian Data Quality; (ii) requires payment of any amounts not covered by Customer's indemnification obligations; (iii) includes actions that affect Experian Data Quality's rights in or to its intellectual property or that of its data supplier; (iv) does not include a complete release for Experian Data Quality.

#### **5. Termination**

5.1. Customer acknowledges that Experian Data Quality's termination rights as set forth in Section 12.1.3 of the Agreement and Customer's termination rights as set forth in section 13.4 of the Agreement shall apply to the Licensed Service.