

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

**DATA APPEND DATA LICENSE**

Experian Data Quality holds a non-exclusive license from its Data Supplier which authorizes it to append data to Customer's Housefile on the following terms and conditions ("Data Append Data License"). This Data Append Data License is incorporated into the Agreement by reference.

**Definitions:**

"Advertisements" means advertisements or marketing campaigns.

"Agreement" means the Experian Data Quality Standard Terms and Conditions, each Quotation and Statement of Work.

"Data Supplier" means the third party supplier of the data to be appended.

"Housefile" means the Customer's file of contacts to be appended with the Licensed Data.

"Housefile Customers" means the contacts listed on the Housefile.

"Licensed Data" means the data specified on the Quotation and Statement of Work to be appended to Customer's Housefile.

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

**1. License Grant.**

- 1.1. Experian Data Quality hereby grants to Customer a non-transferable, non-exclusive perpetual license to append Licensed Data to the Housefile and to use such appended Licensed Data for lawful marketing purposes in accordance with the terms of this Data Append Data License and the Agreement, which terms shall survive any termination or expiration of this Data Append Data License and the Agreement.
- 1.2. Customer acknowledges that the Licensed Data is owned by a third-party Data Supplier and that Customer has no proprietary rights in the Licensed Data other than those granted under the Data Append Data License and the Agreement.
- 1.3. Customer acknowledges that the Data Supplier is an intended third party beneficiary of the provisions of this Data Append Data License and as such is entitled to directly enforce in its own name the rights and obligations undertaken by Customer and to seek all legal and equitable remedies as are afforded to Experian Data Quality.

**2. Use of Data.**

- 2.1. Customer's use of the Licensed Data will comply with all privacy, data protection, credit, and any other laws, statutes and governmental regulations applicable to such use of the Licensed Data.
- 2.2. Customer shall not use the Licensed Data in Advertisements that violate the proprietary or intellectual property rights of any third parties.

- 2.3. Advertisements shall not contain any content or material which is discriminatory, profane or obscene, or which is illegal in the United States.
- 2.4. Customer shall use the Licensed Data for marketing and management purposes only and shall not transfer possession, right or title of or to such data for any other purpose whatsoever.

**3. Indemnification.**

- 3.1. Customer agrees to indemnify and hold harmless Experian Data Quality and the Data Supplier from and against any and all losses arising out of or resulting from Customer's misuse or unauthorized use of the Licensed Data. If the Licensed Materials includes phone number append, such indemnification includes but is not limited to failure to fulfil any compliance requirement or obligation under any applicable federal or state law, rule, or regulation relating to telephone solicitations or Do Not Call requirements.

**4. The following terms apply if the Licensed Data includes phone numbers to be appended.**

- 4.1. Experian Data Quality may provide Customer with telephone numbers of consumers who have registered under one or more "Do Not Call" lists maintained by the Federal Trade Commission and/or a state agency (the "DNC Lists"). In using the materials supplied by Experian Data Quality, Customer represents and warrants that Customer will comply with any and all federal and state laws, rules, and regulations regarding telephone solicitations and Do Not Call requirements.
- 4.2. Experian Data Quality disclaims any warranty, express or implied, that any telephone numbers on DNC Lists have been identified or deleted from the information supplied to Customer by Experian Data Quality. Furthermore, Experian Data Quality disclaims all responsibility for ensuring that Customer complies with the laws establishing the DNC Lists.

**5. The following terms apply if the Licensed Data includes email addresses to be appended.**

- 5.1. A customized permission request message will be sent to Housefile Customers that will direct them to a website where they can respond. Once there, the Housefile Customers can opt-out of future email messages from the Customer and third-party vendor or update their contact information.
- 5.2. Customer shall not send email solicitations to those email address records identified as having opted-out.

**6. The following terms apply if the Licensed Data includes business email addresses to be appended.**

- 6.1. Customer acknowledges that the email addresses provided by business email appending will include addresses constructed using algorithmic rules based on corporate email address patterns. Any email addresses appended in conjunction with these services will be the property of Customer except that Data Supplier shall retain the right to use domain names and email patterns obtained in connection with the services solely for the purposes of providing email append services to other clients.

**7. The following terms apply if the Licensed Data includes Social Media Matching Services.**

- 7.1. Customer acknowledges that Data Supplier and/or its agent may maintain a copy of any email addresses provided by Customer solely for the purpose of indexing and providing social media matching to other clients.