

TRANSUNION MASTER AGREEMENT FOR ID MANAGER SERVICES

This TransUnion Master Agreement for ID Manager Services ("Agreement") is made and entered as of this _____ day of _____, 201__ (the "Effective Date"), by and between **Trans Union LLC**, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 ("TransUnion"), and _____, with its principal place of business at _____ ("Subscriber").

The Government customer (Subscriber) is the "Ordering Activity," defined as an entity authorized under Government contracts as set forth in General Services Administration (GSA) Order ADM 4800.2H, as may be revised from time to time. In consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TransUnion and Subscriber hereby agree as follows:

1. **Subscriber's Business.** Subscriber certifies that the nature of Subscriber's business is as described by Subscriber in Subscriber's customer membership materials.
2. **ID Manager Services.**
 - 2.1 Subscriber desires to obtain certain of TransUnion's fraud prevention products and services that evaluate inquiry input elements against other input elements and/or against proprietary databases to identify potential discrepancies and/or inaccuracies. Such products and services may include one or more of the following: ID Manager Verification ("IDMV Service"); Digital Verification ("Digital Verification"); ID Manager Authentication ("IDMA Service"); and Identity Alerts ("ID Alerts"), subject to the terms and conditions of this Agreement. Such products and services shall herein be collectively referred to as the "Services" and all information derived therefrom shall be collectively referred to as "Services Information".
 - 2.2 With respect to each Subscriber request for Services, Subscriber hereby certifies that Subscriber is the user of the Services and that Subscriber and its employees will request, obtain and use such Services only for the following Permitted Use ("Permitted Use"):
 - To use in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.
 - 2.3 Subscriber shall not request, obtain or use the Services for marketing purposes nor for any purpose except as expressly provided for herein.
 - 2.4 To the extent, that the Service requested by Subscriber utilizes, in whole or in part, certain consumer report information services from TransUnion's consumer reporting database, Subscriber certifies that it will request and use each such requested Service solely for the Permissible Use set forth in FCRA §604(a)(2).
 - 2.5 In no event shall Subscriber use the Services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA"). Subscriber shall not take any adverse action, which is based in whole or in part on the Services, against any consumer. For the purposes of this Agreement, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA. As a result of information obtained from Services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual, which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this Section.
 - 2.6 TransUnion has the rights to offer Subscriber a Digital Verification service obtained from third-party data providers as part of the ID Manager Services. Digital Verification and use thereof is governed by the terms and conditions set forth in this Agreement and the Subscriber Acknowledgement for Digital Verification attached hereto as Exhibit A. If Subscriber wishes to receive the Digital Verification service, Subscriber must execute the Subscriber Acknowledgement for Digital Verification.
 - 2.7 TransUnion has the rights to offer Subscriber the ID Alerts as part of the ID Manager Services. The Identity Alerts and use thereof is governed by the terms and conditions set forth in this Agreement. Subscriber's use of the Identity Alerts is subject to the Permitted Use certification above.
3. **Additional Terms and Conditions.**
 - 3.1 **Confidentiality.** Subscriber shall hold all Services Information in confidence and shall not disclose such information, in whole or in part, to any person except: (i) as required by law (e.g., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TransUnion with ten (10) days prior written notice before the disclosure of such information pursuant to this Section 3.1; (ii) its employees that have a need to know in connection with its use of the Services Information as permitted under this Agreement; or, (iii) its authorized agents who have a need to know in connection with its use of the Services Information as permitted under this Agreement and who

are bound by written obligations sufficient to limit use of such Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. The forgoing obligations of confidentiality with respect to Services Information shall in all instances prevail over contrary or less stringent obligations of confidentiality entered between the parties.

- 3.2 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") designed to: (i) insure the security and confidentiality of non-public personal information; (ii) protect against anticipated threats or hazards to the security or integrity of non-public personal information; and, (iii) protect against unauthorized access or use of non-public personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name is used in combination with both: (i) a social security number, driver's license or identification card number, or account number, credit or debit card number, and, (ii) any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), and such combined information is delivered to Subscriber unencrypted, Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Subscriber intentional deletion, destruction and/or disposal of Personal Information (whether in paper, electronic, or any other form, and regardless of medium on which such Personal Information is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such non-paper media.
- 3.3 Authorized Requests. Subscriber shall use the Services and Services Information: (i) solely for the Subscriber's certified use(s); (ii) solely for Subscriber's exclusive one-time use; and, (iii) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and Services Information shall only disclosed by Subscriber to, Subscriber's designated and authorized employees and agents having a need to know and only to the extent necessary to enable Subscriber to use the Services and Services Information in accordance with this Agreement, and, with respect to agents, only those who are bound by written obligations sufficient to limit use of such Services and Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees and agents shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.
- 3.4 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services and Services Information, or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement the entire right, title and interest in and to the Services and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by TransUnion in its performance of the Services, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement. Nothing stated herein will be construed to limit any other remedies available to TransUnion under this Agreement including, but not limited to suspension and/or termination.
- 3.5 Compliance with Laws. Each party hereto shall be responsible for its own compliance with all applicable federal, state and local laws, statutes, rules and regulations, including, but not limited to, FCRA, the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as now or as may become effective, to which it is subject. Changes in the performance of TransUnion's obligations under this Agreement necessitated by TransUnion's good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement.
- 3.5.1 Fees and Payments. In accordance with GSAR 552.212-4(i), Subscriber agrees to pay the GSA Multiple Award Schedule (MAS) Contract and the MAS Contractor agrees to pay TransUnion all applicable fees and charges for the Services provided to Subscriber under this Agreement.
- 3.6 Termination and Survival.
- 3.6.1 In accordance with GSAR 552.212-4 (d) and (w)(1)(iv), and without limiting any other remedies to which TransUnion may be entitled, if TransUnion, in good faith, determines that Subscriber has materially breached any of its obligations under this Agreement, TransUnion shall pursue its rights under the Contract Disputes Act

and other applicable Federal law while continuing performance.

- 3.6.2 With the exception of TransUnion's obligation, if any, to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

3.8 Warranty.

- 3.8.1 TransUnion Limited Warranty. TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty, provided that: (i) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services; and (ii) the Services are able to be re-performed. TransUnion, in the event it cannot re-perform such Services, shall refund the fees paid by Subscriber for the applicable Services which are not in compliance with the above warranty. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS SECTION. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 3.8.1 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF TRANSUNION IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.**

- 3.8.2 Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give to TransUnion the rights set forth in this Agreement; and, (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TransUnion, and to allow TransUnion to provide the same to TransUnion's subcontractors, for use in performance of the Services.

3.9.1 Limitation of Liability.

- 3.9.2 **TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY TRANSUNION ARISING FROM TRANSUNION'S NEGLIGENCE SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. SUBSCRIBER'S SOLE LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY SUBSCRIBER ARISING FROM SUBSCRIBER'S NEGLIGENCE SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL OTHER CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S BREACH OF THIS AGREEMENT, THE CULPABLE PARTY'S AGGREGATE TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY REVENUE BILLED UNDER THIS AGREEMENT PRIOR TO THE CLAIM(S) ARISING.**

- 3.9.3 **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

- 3.10 Assignment and Subcontracting. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, and such consent shall not be unreasonably withheld. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TransUnion under this Agreement; provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.

- 3.11 Security. Subscriber represents and warrants that: (i) all TransUnion-supplied identification codes (each a "User ID") and associated passwords (each a "Password") shall be kept confidential and secure (e.g., Subscriber shall ensure that Passwords are not stored on any desktop and/or portable workstation/terminal nor other storage and retrieval system and/or media, that Internet browser caching functionality is not used to store Passwords and that appropriate firewalls or other electronic barriers are in place); and, (ii) each User ID and Password shall be used solely by individuals Subscriber has authorized to use such User IDs and Passwords. In the event of any

unauthorized use, misappropriation or other compromise of User IDs and/or Passwords, Subscriber shall promptly (but in no event later than forty-eight (48) hours after the occurrence of any of the foregoing) notify TransUnion by phone and in writing.

Subscriber shall fully cooperate with TransUnion in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any non-public personal information (including, but not limited to, Personal Information). Such cooperation shall include, but not necessarily be limited to, allowing TransUnion to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall 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 TransUnion's prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TransUnion trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

- 3.12 In the event Subscriber will utilize a third party intermediary (e.g., application service provider, Internet service provider or other network provider) for the purpose of transmitting requests for, receiving, archiving, storing, hosting, or otherwise performing processing of any kind related to, Services and/or Services Information, Subscriber shall ensure it has first entered into an agreement with such third party prohibiting such third party's use of, and access to, the Services and Services Information for any purpose other than to the extent necessary to provide such application or network services to Subscriber. Subscriber shall be solely liable for any of its, such third parties, or other Subscriber agent's or contractor's, actions or omissions, including, but not limited to, any misappropriation or other compromise of User ID's and/or Passwords, any misappropriation and/or unauthorized disclosure of Services Information (including, but not limited to, consumer credit information), any security breaches, or any misuse of the Services Information in violation of this Agreement or applicable law. Furthermore, Subscriber understands and agrees that its third party intermediaries, agents and/or contractors shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged failure to perform under this Agreement.
- 3.13 Force Majeure. Neither party shall 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, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.
- 3.14 Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, upon reasonable notice and during normal business hours, audit Subscriber's policies, procedures and records which pertain to this Agreement to ensure compliance with this Agreement.
- 3.15 Governing Law; Conflicts. This Agreement shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America. In the event a conflict arises between either the terms in this Agreement and any other agreement, such conflict shall be resolved in accordance with GSAR 552.212-4(s).
- 3.16 CFPB Notices. By signing this Agreement, Subscriber acknowledges receipt of a copy of the Consumer Financial Protection Bureau's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA". Any future updates to the forgoing notices will be accessible by Subscriber on TransUnion's website

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf") of this fully executed Agreement shall constitute an original and legally binding document.

TRANS UNION LLC

Subscriber Name



By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Subscriber Code Number Assigned

Exhibit A

SUBSCRIBER ACKNOWLEDGMENT FOR DIGITAL VERIFICATION

This Subscriber Acknowledgment is being executed in connection with the execution of the ID Manager Service Agreement between _____ (“**Subscriber**”) and Trans Union LLC (“**TransUnion**”) dated _____ (the “**Subscriber Agreement**”). The terms and conditions contained in this Subscriber Acknowledgement are in addition to those terms and conditions found in the Subscriber Agreement and Subscriber Addendum.

I. The Digital Verification service analyzes the attributes of a device or individual input elements, some of which may be governed by the GLB, used in a transaction, and provides a rating score and other attributes based on the data analyzed (“**Digital Verification**”).

II. TransUnion hereby provides Subscriber a limited, nonexclusive, non-transferable, non-sub licensable, revocable license to install and run Digital Verification (together with all content therein, and all applications, programs, license keys, patches, updates, or upgrades provided by TransUnion, and any improvements, modifications, enhancements, fixes and revised versions of any of the foregoing, and any derivative works of any of the foregoing, and any combination of the foregoing, is collectively the “Software”) during the term of the applicable Service Agreements, solely for the purposes described herein and in the Documentation. TransUnion reserve all rights not expressly granted herein and, except as expressly granted in this Section 4(a), no right or license is granted hereunder, express or implied or by way of estoppel, to any technology or intellectual property rights. As between the parties, TransUnion retain all right, title, and interest in and to the Software and Service and all copies and derivative works thereof, which rights include, but are not limited to, patent, copyright, trademark, trade secret, and all other intellectual property rights.

III. Subscriber shall not directly or indirectly, nor shall it authorize any person or entity to: (i) sell, rent, lease, distribute, redistribute or transfer the Software or any rights in any of the Software, or use the Software in a hosted or managed services environment; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create or derive the source code of the Software, or its structural framework; (iii) modify or create derivative works of the Software; (iv) use the Software or Digital Verification Service in whole or in part for any purpose except as expressly provided under this Agreement or in the Documentation; (vi) remove any proprietary notice, labels, or marks on or in Software; or (vii) disable or circumvent any access control or related device, process or procedure established with respect to the Software. Subscriber may not use the Software or Digital Verification Service for illegal or unlawful or malicious activities. The Digital Verification is being provided for Subscriber’s internal purposes and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of the Digital Verification or the data contained therein; or (ii) attempt to gain unauthorized access to the Digital Verification or its related systems or networks. Subscriber shall: (a) promptly comply with any request from TransUnion to delete Digital Verification services information or Digital Verification documentation; and (b) promptly inform TransUnion if Subscriber becomes aware that any personal data connected with this Acknowledgment or the Subscriber Agreement is impermissibly accessed or used in violation of this Acknowledgement or the Subscriber Agreement.

IV. Subscriber shall not, and shall not permit any employee or third party to: (a) copy all or any portion of any Digital Verification materials; (b) decompile, disassemble or otherwise reverse engineer the Digital Verification; (c) modify, translate, or otherwise create any derivative works based upon the Digital Verification; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Digital Verification or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Digital Verification.

V. The Digital Verification service including, without limitation, any Digital Verification materials, is provided as is. TRANSUNION AND ITS DIGITAL VERIFICATION SERVICE PROVIDERS HEREBY DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED (EITHER BY FACT OR BY OPERATION OF LAW), OR STATUTORY, RELATING TO THE DIGITAL VERIFICATION SERVICE AND THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE. TRANSUNION DOES NOT WARRANT THAT THE DIGITAL VERIFICATION SERVICE OR THE SOFTWARE WILL BE ERROR FREE, COMPLETELY SECURE, OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. TRANSUNION MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ACCURACY OF INFORMATION CONTENT OR SYSTEM INTEGRATION, OR THE APPROPRIATENESS OF THE SOFTWARE FOR ANY PARTICULAR SYSTEM. DIGITAL VERIFICATION AND THE SOFTWARE ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED OR



ITNENDED FOR USE IN ANY ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

VI. Certificates. In the event Secure Sockets Layer Certificate hosting is available and Subscriber elects the option to obtain such Secure Sockets Layer Certificate hosting, Subscriber also agrees to the following:

- a) Subscriber must purchase from a third party provider (a **"Certificate Authority"**) and deliver to TransUnion, for TransUnion to deliver to its Digital Verification service provider, for installation on their server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a **"Certificate"**). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TransUnion for delivery to the Digital Verification service provider and the Digital Verification service provider has the right to install the Certificate on their server cluster as necessary to provide the enhanced profiling service.
- b) Subscriber will provide to TransUnion for delivery to its Digital Verification service provider a list of any information required by the Certificate Authority that may be necessary for the Digital Verification service provider to install the Certificate on their server cluster. Any such information provided by the Digital Verification service provider constitutes the Digital Verification service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions, but no event less than those restrictions Subscriber places on its own confidential information, and such information is sufficiently marked with a legend or similar designation indicating its confidential and proprietary nature.
- c) Subscriber understands that if Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired and the action executed may not be secure or accurate. Subscriber agrees that Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate

IN WITNESS WHEREOF, the undersigned hereby acknowledge that he/she has read and understands the terms of this Subscriber Acknowledgment and that by having its authorized representative sign this Subscriber Acknowledgment, Subscriber agrees to be bound by all terms, conditions and obligations contained herein.

TRANS UNION LLC

By: _____
TransUnion Representative

Name and Title of Signer (please print)

Date Signed

SUBSCRIBER

By: _____
Subscriber Representative

Name and Title of Signer (please print)

Date Signed