**EQUIFAX DIGITAL SOLUTIONS SCHEDULE**

This Equifax Digital Solutions Schedule ("**EDS Schedule**") by and between Equifax Information Services LLC, Kount Inc.("**Kount**"), and Midigator, LLC ("**Midigator**"), each of which is an Equifax Affiliate and the entity or organization ordering the services ("**Client**"), is effective as of the "**Effective Date**" and is issued pursuant to, and governed by the existing Equifax Enterprise Master Services Agreement between Equifax Enterprise Services LLC and Client ("**Enterprise Agreement**"). The terms and conditions in this EDS Schedule are in addition to the terms and conditions set forth in the Enterprise Agreement. Any terms and conditions in this EDS Schedule that modify or change the terms and conditions of the Enterprise Agreement shall apply to this EDS Schedule only. All capitalized terms used but not defined herein shall have the meanings given them in the Enterprise Agreement. The Equifax Affiliate responsible for providing the EDS Services to Client shall be the signatory to the applicable Ordering Document(s) referencing this EDS Schedule and all references to "**Equifax**" in this EDS Schedule and/or any Ordering Document(s) referencing this EDS Schedule shall refer to such Equifax Affiliate. For purposes of this EDS Schedule, "**Effective Date**" means the earlier of: (a) the date Client accepts this EDS Schedule by executing or submitting an Ordering Document; or (b) the date of Client's first access or use of the EDS Services in any manner.

**1.        Scope**. The "**EDS Services**" consist of the services set forth on one or more Ordering Documents referencing this EDS Schedule and signed by Client and an Equifax Affiliate and may include the following, as applicable: (a) all output returned from use of the EDS Services including, but not limited to, the scores, flags, reason codes, reports, risk control opinions, authorization codes and similar results (each an "**Indication**"); (b) summary, statistical or other reports such as, but not limited to, those generated by the Kount Risk Inquiry System that provide details of previously authorized Client transactions (each a "**Report**"); (c) the most current technical manuals, instructions, user guides and other written materials, whether in printed or electronic form, generally made available to customers to facilitate proper use of the EDS Services ("**Documentation**"); and (d) related support, professional services or training listed. The EDS Services are a subset of Services under the Enterprise Agreement.

**2.        Term and Termination**. This EDS Schedule shall begin on the Effective Date and shall remain in effect: (a) as long as there is an Ordering Document with a term then in effect; or (b) if there is no Ordering Document with a term then in effect, for six (6) months after the expiration of the most recent Ordering Document term. This EDS Schedule may be terminated as set forth in the Enterprise Agreement.

**3.        Configuration**. As soon as commercially practicable after the applicable Ordering Document Effective Date, Client will be provided with the standard configuration of the applicable EDS Services. Each Party will be responsible for all configuration, hosting and other costs associated with the pages residing on their respective servers. Equifax shall have no responsibility or liability for the performance of the EDS Services in the event the EDS Services are not used in accordance with this EDS Schedule, any Ordering Document(s), or the Enterprise Agreement, or if the EDS Services are modified or interfaced with hardware, software or data not provided by Equifax.

**4.        Access**. The EDS Services will be installed and operated on equipment and locations designated by Equifax. The methods of access to the EDS Services are subject to change from time to time. Client is be solely responsible for, and Equifax will have no liability in connection with, the security of any equipment or software of Client or Client's Authorized Users. Client is responsible for identifying and authenticating its Authorized Users, approving access to the EDS Services by such Authorized Users, controlling against unauthorized access, maintaining the confidentiality of all login IDs, passwords and other access codes, and for all activities that occur under its and its Authorized Users' all login IDs, passwords and other access codes or as a result of Client's or its Authorized Users' access to the EDS Services. If Client learns of an unauthorized third party having obtained knowledge of a password for or accessing the EDS Services, Client shall inform Equifax thereof immediately and promptly change applicable passwords. The term "**Authorized User**" means a Client employee that Client has authorized to order or access the Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Services.

**5.        No Guarantee**. Client acknowledges and agrees that the EDS Services do not guarantee the identity of any individual or customer (each an "**ID Subject**"). Client also acknowledges and agrees that the Indications provided from use of the EDS Services represent a combination of factors that refer to an individual's possible identity that is derived, in part, from an Inquiry, and not a representation that a particular transaction is: (a) entered into by the actual authorized account holder; or (b) enforceable against the actual authorized account holder. Client agrees that Indications are only one factor the Client may consider and that the Indications are intended to enhance, not replace, Client's risk control procedures. Client agrees that it will not rely solely on the Indications to control fraud and that it will validate Indications as required by applicable law. Further, Client acknowledges that certain EDS Services are dependent on the facilities, networks and connectivity of mobile number operators, governmental entities and other third parties and agrees that Equifax may suspend or terminate Client's access to such EDS Services if access to mobile number operator services or other third-party data are interrupted or become unavailable for any reason. Equifax will provide as much advance notice as possible, but Client acknowledges that advanced notice is not always possible. Further, Client recognizes that the traffic of data through the Internet may cause delays during use of or access to the EDS Services, and accordingly, Client agrees that Equifax is not liable for delays that are ordinary in the course of Internet use. Client further acknowledges and accepts that EDS Services may not be available due to such delays or delays caused by upgrading, modification, or standard maintenance to the EDS Services.

**6.        Client Representations**. Client represents and warrants that at all times that it accesses or uses the EDS Services that:

**(a)**        Client shall use the EDS Services exclusively within Client's own organization for the purpose of fraud prevention and for no other purpose and that it shall use and ensure that its Authorized Users and authorized Service Providers access the EDS Services in accordance with the terms of the Agreement and not for personal purposes.

**(b)**        Client shall use the EDS Services, including the transmission of Inquiries to Equifax, in a manner that: (i) complies with all applicable Documentation; (ii) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy; (iii) does not, in any way or for any purpose, infringe or violate any intellectual or proprietary rights, publicity, privacy, confidentiality, contractual or other rights; (iv) is not defamatory, libelous, harmful to minors, obscene, pornographic, or unlawfully threatening or harassing.

**(c)**        Client shall not use or take into consideration the EDS Services, Indications or Reports, including any part of information or data provided therewith, as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), as amended, and all regulations promulgated thereunder ("**FCRA**") or use the IFS Services in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B. Client shall not provide Equifax with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) (collectively,

"**HIPAA**") or with information from such records. Client acknowledges and stipulates that neither any Indication nor any Report constitutes, includes, reflects, or incorporates any "consumer report" (as defined in FCRA), any credit reference, or any "individually identifiable healthcare information" or "protected healthcare information" (as defined in HIPAA).

**(d)** Client shall not share or permit the use of the EDS Services, in whole or in part, with any party other than Client's Authorized Users and authorized Service Providers, including, but not limited to, Client's parent, affiliates, subsidiaries, contractors, service providers, joint marketing partners, without the prior written consent of Equifax. In the event Equifax provides such consent, Client shall remain responsible to Equifax for the actions of such parties and shall be fully liability for any expenses or damage resulting from publishing or disclosing Equifax Information.

**(e)** Client shall not (i) access or use or allow the access or use of the EDS Services from Internet Protocol addresses located outside of the Permitted Territory regardless of whether such use or access is by off-shore Authorized Users, department or division of Client or authorized service providers of Client, or (ii) export or permit the export of the EDS Services or Documentation outside of the Permitted Territory except as may be allowed by Equifax in writing and then only in compliance with applicable law. For purposes of this EDS Schedule, the term Permitted Territory includes those territories list in the Enterprise Agreement and the following: The United Kingdom and any country or territory that is a member of the European Economic Area (EEA).

**(f)** Client shall not and shall ensure that its Authorized Users do not, do any of the following: (i) access or attempt to access the EDS Services by any means other than the interface Equifax authorizes, attempt to gain unauthorized access, enable access to the EDS Services to any person who is not an Authorized User, or remove, breach, circumvent or otherwise limit the effectiveness of any security or authentication measures used by the EDS Services; (ii) remove or obscure any copyright, trademark, confidentiality or other proprietary rights notice appearing on or in the EDS Services; (iii) reproduce, translate, adapt, modify, port or create derivative works of all or any part of the EDS Services, including any feature, design or graphic therein, or write or develop any program based thereupon, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (iv) sublicense, loan, distribute, transfer, sell, alienate, or assign the EDS Services except as expressly permitted in this EDS Schedule or an Ordering Document; (v) use or permit the use of the EDS Services for any marketing purpose;  (vi) use or permit the use of the EDS Services for commercial time-sharing, rental, outsourcing, service bureau use, to process data on behalf of any third party or to help build a competitive solution; (vii) use any Third-Party Components as stand-alone applications or unbundle the component parts of the EDS Services for use separate from each other or separate from the EDS Services; (viii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, architecture or other elements of the EDS Services except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary; (ix) attempt to probe, scan or test the vulnerability of the EDS Services, load test the EDS Services in order to test scalability or intentionally interfere with or disrupt the EDS Services or cause excessive or disproportionate load on the EDS Services or the servers or networks used to make the EDS Services available; or (x) post, transmit to, through or from, or otherwise make available in or use with, the EDS Services any data, information or materials, including code, that is or may be: (a) threatening, harassing, degrading, hateful or intimidating, harmful to minors, or that otherwise fails to respect the rights and dignity of others; (b) obscene, immoral, indecent, pornographic or otherwise objectionable; (c) protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the prior express written consent of the applicable owner; or (d) any malware (such as a virus, worm, Trojan horse, Easter egg, time bomb or spyware) or other computer code, routines, files, scripts, agents or programs that is or is potentially harmful or invasive or intended to damage or hijack the operation of, limit the use of, or monitor the use of, any hardware, software or equipment or that may damage, intercept or expropriate any data. EDS Services may contain third party software, technology and data that are made available to Client as part of the EDS Services ("**Third Party Components**").

**(g)** Client acknowledges that successful performance depends upon Client's timely and effective cooperation in connection with the EDS Services, and Client agrees to perform its obligations in a timely manner, promptly respond to questions, and comply with all reasonable requests of Equifax so as not to unreasonably delay Equifax's provision of the EDS Services. Further, Equifax may rely upon the accuracy and completeness of data, material, and other information furnished by Client, without any independent investigation or verification.

**7.** **Risk Decisioning**. In connection with certain EDS Services, Client may establish a threshold above which the ID Subject is verified / authenticated, and/or below which the ID Subject is not verified / authenticated ("**Risk Decision Threshold**"). Equifax may act as a consultant to review Client's risk strategies, however, Client in its sole discretion, will set its Risk Decision Threshold(s); and depending upon its Risk Decision Threshold, an ID Subject may be able to successfully pass verification / authentication even though the individual about whom the Inquiry relates is not the actual individual to whom the Inquiry pertains.

**8.** **Performance Data**. Client, at its own expense, will prepare and deliver to Equifax, Client's most current fraud performance data ("**Performance Data**"). As used herein, "**Performance**" means fraud outcome of decisions at time of origination or account management. Client will provide the Performance Data at mutually agreed to intervals (but no less than monthly), in a mutually agreeable form and medium and encrypted as directed by Equifax or otherwise agreed to by the parties and agrees to comply with such data security policies as Equifax may from time to time make known to Client in writing. Client hereby grants to Equifax an irrevocable, perpetual, fully paid-up, right and license to use, store, sublicense, reverse engineer, reproduce, display, distribute, and modify the Performance Data for all lawful purposes, provided that no right is granted by Client to distribute to any unaffiliated third party any Performance Data identifying Client as the provider of any particular element of Performance Data or disclosing any particular customer of Client as the source of such element of Performance Data. Performance Data provided to Equifax hereunder shall only be subject to the license provided in this paragraph and shall not be deemed an Inquiry, Client Confidential Information or similar applicable terms used in the Enterprise Agreement. Client will notify Equifax upon learning that any Performance Data supplied is inaccurate or incomplete and will provide to Equifax, without unreasonable delay, any corrections or additional Performance Data necessary to make the Performance Data complete and accurate and will implement commercially reasonable procedures to avoid re-reporting Performance Data that is inaccurate.

**9.** **Service Providers**. Equifax consents to Client's use of third-party web hosts or web integrators, so long as Client remains fully responsible for such third party as if it were performing the work itself.

**10.** **Changes**. Equifax reserves the right from time to time to (and Client acknowledges and agrees that Equifax may): (i) modify or release subsequent versions of the EDS Services, or may discontinue the EDS Services and/or provide substitute EDS Services; (ii) modify or discontinue the features and functionality of the EDS Services; and (iii) add or modify license keys, authorizations or other means of controlling access to or use of the EDS Services. Equifax will endeavor to inform Client of major changes to the EDS Services. Client is responsible for migrating to such new EDS Services prior to communicated deadlines.

**11.** **Intellectual Property Ownership**.

**(a)** Equifax and its data providers and suppliers retain all ownership rights in the Services and their offerings, technology, methods, processes, software, know-how, data, and all intellectual property rights therein (collectively, the "**Equifax Property**"). In relation to the

EDS Services, Equifax Property also includes, without limitation, any and all: (a) Indications, Reports, and any transaction number generated by the EDS Services with each transaction; and (b) data and information regarding access to and use of the EDS Services including access to and usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of an Inquiry, but not Inquiry itself ("**Metrics**"). Further, Equifax and its data providers and suppliers retain the right to use Residuals in their business, but such right does not include a license to disclose Client Confidential Information in violation of the Enterprise Agreement. "**Residuals**" mean general ideas, concepts, knowledge, skills, expertise, know-how and techniques relating to data processing, software, computer and other services related to the EDS Services, including the software and attendant documentation, that are retained in the minds of personnel.

**(b)** License. Subject to the terms and conditions of the Enterprise Agreement, Equifax grants to Client and Client receives a temporary, limited, non-transferrable, non-exclusive, revocable license to access and use the EDS Services within the Permitted Territory for its internal business purposes and solely for the purpose of fraud prevention and not for any other purpose

**(c)** Client hereby grants to Equifax (and its designees) the perpetual right to use, reproduce, modify, store, disclose and make derivatives of the Inquiries for any lawful purpose including, without limitation: (i) in connection with the operation of the Services and improvements thereto, (ii) for analytic, statistical, security, quality control, research and development, and similar purposes associated with the Services, fraud prevention efforts, and any other lawful purpose, including marketing; (iii) the development of other products and services and (iv) in connection with legal-related obligations, enforcement actions and proceedings, investigations and fraud prevention efforts.

**12.** **Data Protection and Compliance with Regulations**. The parties acknowledge that the EDS Services will involve the Processing of Personal Data included within the Inquiry, and that for the purposes of the applicable Data Protection Laws, each party shall be independent Controllers of such Personal Data. The terms "**Personal Data**", "**Processing**", "**Controller**", and "**Data Subject**" shall have the meaning given within the applicable Data Protection Laws. "**Data Protection Laws**" means all applicable laws (including those arising under common law), statutes, cases, ordinances, constitutions, regulations, treaties, rules, codes, ordinances and other pronouncements relating to privacy or data protection having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental authority where Client does business.

**(a)** In relation to all Processing of Personal Data in connection with this Schedule, each party shall at all times comply with its respective obligations under the Data Protection Laws and the Equifax Digital Solutions Data Protection Addendum ("**EDS DPA**"), as updated from time to time, available at kount.com/agreements.

**(b)** Client agrees that it: (a) is solely responsible for collecting, inputting and updating each Inquiry submitted to the EDS Services; (b) has obtained all necessary, legally required, and appropriate consents from consumers, at the time of collection, that will permit Client to use, process, and transfer the Inquiry to Equifax and further permit Equifax to use, process, and transfer the Inquiry in manner contemplated by this Agreement, and that Client has provided all required notices and disclosures with respect to the collection, retention, processing, transfer, disclosure and use of the Inquiry as contemplated by this Agreement, including those that are required under applicable foreign, federal and state laws and regulations and privacy rules and policies (collectively "**Consents**"); (c) will maintain such Consents for a period in compliance with law and upon request, will make such Consents available for review by Equifax and its data providers and suppliers; and (d) shall adopt, publicly publish, maintain and adhere to a privacy policy that clearly discloses to ID Subjects that the Inquiry (including biometric information where applicable) will be collected, used, stored and shared for the purposes contemplated by this Agreement.

**(c)** An Equifax Affiliate may convert Personal Data to Digest Form and such Equifax Affiliate shall retain all ownership, interest, and title in and to the Digest Form. "**Digest Form**" means any hashed or encoded representations of Personal Data that have been aggregated and/or anonymized so that the individual to which it relates can no longer be identified and that cannot be reversed or otherwise manipulated to become Personal Data.

**13.** **Feedback.** If Client provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the EDS Services ("**Feedback**"), such Feedback shall be deemed to be non-confidential. Equifax shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, make available, exhibit, publicly display and perform, transform, create derivative works, disclose the Feedback to others without limitation and otherwise exploit the Feedback. Further, Equifax shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

**14.** **Subcontractors**. Equifax may engage third party data providers, subcontractors, suppliers, Equifax Affiliates, and its designees to provide the EDS Services hereunder as it determines in its sole discretion.

**15.** **Reconciliation of Defined Terms**. An "**Inquiry**" includes the input information submitted to the EDS Services by or on behalf of Client and may also be referred to in the Enterprise Agreement, EDS Schedule, or any Ordering Document as Customer Communications, Risk Inquiry, ID Subject Content, Alert Data, CPR Data, Descriptor(s), Merchant IDs, and similar names, and an "**Indication**" includes the output returned from the EDS Services and may also be referred to in the Enterprise Agreement, EDS Schedule, or any Ordering Document as Results, Scores, Flags, Reason Codes, Risk Control Opinions, Authorization Codes, Order Validation, Outcome Information, and similar names.