



**IMPORTANT—READ CAREFULLY**

**INFORMATION SERVICES AGREEMENT**

POSTED March 3, 2021

THE PROVISION AND USE OF SPOTLIGHT AND OTHER SERVICES OF CLARITAS, LLC (“CLARITAS”) ARE GOVERNED BY THE TERMS OF THIS INFORMATION SERVICES AGREEMENT AND THE ADDITIONAL LICENSOR AND DATA-SPECIFIC TERMS SET FORTH BELOW (“AGREEMENT”), UNLESS SUPERSEDED BY A SEPARATE AGREEMENT BETWEEN YOU OR YOUR COMPANY (“LICENSEE”) AND CLARITAS.

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**1. Agreement.** This Agreement governs the provision of all Claritas services (each, a “Service”), including access to software applications, technology and tools through a web-based hosted interface (“Platform”) and/or delivery of licensed data, maps, reports, tools, technology and other materials (collectively, “Licensed Materials”). Unless superseded by a separately executed agreement, these terms apply to all Services provided to Licensee.

**2. Updates & Enhancements.** Claritas will provide Licensee with updates and enhancements to the Services as are generally made available to other licensees during the term of license (“Term”). Claritas reserves the right, from time to time, to enhance, update or otherwise change any Service, provided that such modifications do not materially degrade the functionality of that Service.

**3. Payment & Invoicing.** Charges are invoiced and/or payments will be made through the Platform, as agreed. Undisputed invoices, including those for any applicable sales or use tax, are payable within 30 days. Claritas reserves the right to suspend Services and invoice Licensee for accrued interest (at 1.5% per month) if past due, undisputed amounts remain unpaid 30 days following written notice.

**4. License Grant.** Services, including Licensed Materials, are the exclusive property of Claritas and/or its third party licensors (“Licensors”). Claritas grants to Licensee a non-exclusive, non-transferrable license for the specified Term to use the Services internally and as further specified below, in support of Licensee’s marketing and promotional purposes in the United States. Licensee may enlist the services of a third party processor to utilize the Services on Licensee’s sole behalf, provided that such third party has executed a Third Party Processor Agreement with Claritas. Notwithstanding the foregoing, a Third Party Processor Agreement is not required for any dedicated third party processor or consultant functioning as part of Licensee’s internal team (not acting on behalf of multiple clients, while representing a separate service provider); provided Licensee assumes responsibility and liability for such third party to the same extent as it assumes for its own employees.

**5. Disclosure of Output.** Licensee may share reporting and analysis containing excerpts of aggregated (not individual or household) data from the Licensed Materials (collectively, “Output”) with third parties solely in support of Licensee’s efforts to market or promote its business, products or services. Output disclosed to third parties may not be presented in a misleading manner, must cite Claritas and any sourced Licensor, and may not remove or obscure any copyright, trademark or restrictive legend. No portion of the Services may be used internally or disclosed externally in a manner that is competitive with Claritas services.

**6. Use Restrictions.** Except as expressly authorized in this Agreement, Licensee will not:

(a) Copy or reproduce the Licensed Materials (except for execution and backup purposes, or to generate Output, which may be reproduced as needed), exceed the number of specified licensed users, or reverse engineer, decompile, decode or attempt to re-identify an individual from any portion of the Services;

(b) Distribute, resell, sublicense or otherwise provide Licensed Materials or derivatives based on the Licensed Materials to any third party, or place the Licensed Materials or Output on any publicly accessible website, without Claritas’ prior written consent;

(c) Use the Licensed Materials to prepare, verify or modify any directory or mailing or marketing list which is owned by a third party or distributed to third parties not acting on Licensee’s behalf, or to develop any application or service for list enhancement or data appending; or



(d) Use any portion of the Licensed Materials (i) for determining terms or eligibility of an individual for employment, credit, healthcare, or insurance, (ii) for any purpose for which a consumer report may be used under the Fair Credit Reporting Act or that could result in disparate impact or treatment on a prohibited basis under the Equal Credit Opportunity Act or Fair Housing Act, or (iii) in conjunction with any content, including marketing communications, solicitation or ad copy, that is discriminatory, profane, obscene, or illegal, or that refers to selection criteria, presumed knowledge, or the source of personal information about a recipient.

**7. Licensee Data.** Licensee may submit to Claritas confidential and proprietary records that include personal data, such as names and addresses, originating from the United States only ("Licensee Data"). Such records must be in encrypted, machine-readable format and exclude all sensitive data elements, including protected health information, and any information not specifically requested by Claritas. Licensee grants to Claritas a limited, non-exclusive license, in the United States, to use Licensee Data for and on behalf of Licensee, for the sole purpose of providing the Services.

## **8. Confidentiality & Security.**

(a) Either party ("Disclosing Party") may provide the other party ("Receiving Party") confidential materials and information, including Licensee Data, Licensed Materials, Output, and/or any financial, sales, or business information, that are not (i) disclosed in public materials or in the public domain through no action or disclosure by the Receiving Party; (ii) lawfully obtained from a third party without any obligation of confidentiality; (iii) lawfully known to the Receiving Party prior to disclosure by the other party; or (iv) independently developed by the Receiving Party without reference to the Disclosing Party's information (collectively "Confidential Information").

(b) As between the parties, each party retains all ownership to its Confidential Information. The Receiving Party will maintain the confidentiality of and will not use or disclose such Confidential Information to a third party, with the exception of disclosures to the Receiving Party's auditor or legal counsel and disclosures authorized by this Agreement, for which the Receiving Party will be responsible for compliance by recipients with applicable terms of confidentiality and use of such Confidential Information. If compelled by law or regulation, the Receiving Party may disclose Confidential Information to a court or regulatory authority following written notice to the Disclosing Party and, to the extent possible, the opportunity to obtain protective orders or evidentiary stipulations. The Receiving Party will limit disclosures to the minimum necessary to comply with legal or regulatory requirements or other authorized purpose. If required, Licensee's name may be disclosed to a Licensor for royalty reporting purposes only, subject to obligations of confidentiality. Neither party may use the name, trademark or logo of the other party in any advertising or promotional material without prior written consent, except as part of a preferred vendor or customer list, which is permissible by either party. Any unauthorized disclosure or distribution of Confidential Information may cause irreparable harm and entitle the Disclosing Party to injunctive relief.

(c) The Receiving Party has implemented and maintains an information security program appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of information received and stored, containing appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Confidential Information, with measures designed to prevent unauthorized access and disclosure. The Receiving Party will notify the Disclosing Party of any unauthorized access to or unauthorized use or disclosure of the Disclosing Party's Confidential Information.

(d) The Receiving Party will destroy the Disclosing Party's Confidential Information within 30 days following the Term, or earlier, upon request, with the exception that any backup media created by the Receiving party and stored as part of its business continuity or disaster recovery plan, which may include portions of Confidential Information, will be destroyed in accordance with the Receiving party's internal destruction policy.

**9. Representations & Warranties.** Each party represents and warrants that (i) it has all rights necessary to enter into this Agreement; (ii) its collection, provision and/or use of data and Services in connection with this Agreement will comply with all applicable laws and regulations, including privacy, data protection and telemarketing laws, self-regulatory standards and generally accepted industry guidelines ("Applicable Laws"); and (iii) its respective data (e.g., Licensee Data, Licensed Materials), services and/or advertising



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**10. Limitations of Liability.** IN NO EVENT WILL CLARITAS, LICENSEE OR ANY LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES DUE TO LOSS OF DATA OR PROFITS ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM (WITH THE EXCEPTION OF A CLAIM FOR NONPAYMENT) BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOR FOR ANY CLAIM (UNLESS SUBJECT TO AN INDEMNITY OBLIGATION) IN EXCESS OF AMOUNTS PAID DURING THE PRECEDING TWELVE MONTHS ("ANNUAL SPEND") IN CONNECTION WITH THE SERVICES GIVING RISE TO SUCH CLAIM. TOTAL LIABILITY FOR A CLAIM FOR WHICH A PARTY IS EXPRESSLY INDEMNIFIED WILL NOT EXCEED \$250,000 OR THE ANNUAL SPEND, WHICHEVER IS GREATER.

**11. Indemnification.** Each party will indemnify the other and defend or settle at its own expense any claim by a third party arising from the party's breach of its Use Restrictions, Representations & Warranties, and Confidentiality & Security obligations, or arising from its gross negligence or willful misconduct. The indemnified party must provide prompt notification and reasonable information and cooperation in defense of the claim, ceding control of the defense and settlement to the indemnifying party, including selection of reputable counsel; provided that the indemnifying party will keep the indemnified party reasonably informed and will not enter into any settlement that includes an admission of fault or liability by the indemnified party without such party's approval.

**12. Term and Termination.** Each Service will remain in effect for the specified Term, except as set forth below. Licensee may terminate and receive a refund of fees paid for any Service that fails to conform to this Agreement or published specifications, if not repaired or replaced with a conforming Service within 60 days following receipt of Licensee's written notice of nonconformity. Either party may terminate a Service in the event of (a) a material breach by the other party (other than a Service nonconformity as specified above) which remains uncured after 30 days following written notice; (b) insolvency or a proceeding in bankruptcy against the other party; or (c) a change in applicable law or regulation that materially limits or prevents the provision or use of a Service. Claritas may also terminate a Service that is being discontinued or terminated for all licensees of that Service. Upon expiration or termination, Licensee will cease all use of the terminated Service. Output in Licensee's possession may be retained internally for historical, comparative or archival purposes only. Any other Licensed Materials in Licensee's possession must be purged and destroyed within 30 days. Upon request by Claritas, Licensee will provide written verification of its compliance with this Section.

### ***General Provisions***

**13. Governing Law.** This Agreement is governed by the laws of the State of Ohio, without regard to its choice of law provisions.

**14. Merger; Modification.** This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and merges and supersedes all prior proposals, discussions or other communications. This Agreement may not be modified, except by written consent of the parties.

**15. Assignment.** This Agreement is for the benefit of and binding on the parties and their successors and assigns. It may not be assigned by either party without the prior written consent of the other, except that either party may, upon written notice, assign its rights and obligations under this Agreement to an affiliate pursuant to a corporate re-organization or to a successor to its business; provided that (a) Licensee's contemplated assignment will not be to a direct competitor of Claritas and (b) such assignment does not expand the scope of, or change the terms or charges, of any license granted.



**16. Verification of Compliance.** During the Term and 12 months thereafter, in the event Claritas reasonably suspects a breach by Licensee, Claritas may request and Licensee will provide a written account (email acceptable) by a duly authorized executive or officer of Licensee, along with any reasonably requested documentation, verifying compliance with applicable terms, as may be appropriate.

**17. Force Majeure.** Neither party will be liable for any loss arising out of a delay or interruption in its performance due to any act of God, governmental authority, or public enemy, or due to war, terrorism, riot, flood, civil commotion, insurrection, severe weather conditions, or other cause beyond the reasonable control of that party.

**18. Purchase Orders.** The terms and conditions of this Agreement supersede the terms of any purchase orders or other documents issued by Licensee with respect to the Licensed Materials.

**19. Survival.** Obligations concerning use restrictions, representations and warranties, confidentiality, liability, indemnification, payment and post-termination use and destruction will survive termination.

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### Additional Licensor & Data-Specific Terms

**Business Data:** Licensee warrants and agrees that the Business Data, sourced from Data Axle, Inc., shall not be resold or utilized by Licensee in the provision of any direct marketing or direct marketing related services, including but not limited to direct mail, telemarketing, online marketing or any direct contact with any business of any kind including an affiliate of Licensee.

**Claritas Segmentation:** Licensee may use its knowledge of Claritas segments for the purpose of activating online advertising campaigns through any authorized platform offering Claritas segments as selection criteria; provided that Licensee may not (a) independently upload or onboard Claritas segments into an ad serving platform without a digital license grant; (b) export Claritas segments from any Claritas platform, except as appended to individual consumer records or for coding its own consumer records pursuant to a Directory license; or (c) use segment assignments to (i) select geographies for online advertising, (ii) compile a directory or cross-reference file showing the unique one-for-one segment assignment for any geographic unit or household, or (iii) disclose a specific geography associated with a particular Claritas segment (e.g., linking ZIP Code to a specific segment), unless aggregated to include not less than 3 segments.

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