**Agreement for Experian DA Fraud and Identity Solutions Services**

**MeridianLink End User Contract Package**

The parties acknowledge that MeridianLink, Inc. (“MeridianLink”) is a reseller of Experian Information Solutions, Inc. (“Experian”) DA Fraud and Identity Solutions Services under a Reseller Services Agreement containing terms and conditions under which Experian is permitting MeridianLink to resell the services listed below to the end user designated herein (“End User”). MeridianLink and End User hereby agree to the following:

**1. Services**. MeridianLinkagrees to resell the “Experian DA Fraud and Identity Solutions Services” as set forth Exhibit A (also referred to as “Approved Services”) to the End User in the format provided by Experian as described in this Agreement for the Experian DA Fraud and Identity Solutions Services (hereinafter “Agreement”). The Services provided assist in identifying fraud, authenticating users and validating their devices in managing application fraud and high risk accounts. End User acknowledges that the Services may be accessed by End User through a designated “End User Agent” to act as an agent of End User solely with respect to the Approved Services set forth in this Agreement and no other services, and subject to the conditions set forth herein.

**2. Term.** The term of this Agreement is two (2) years from the Effective Date of the Agreement (“Term”). Thereafter, the Agreement shall continue on a month to month basis until one party provides the other party with at least thirty (30) days prior written notice of that party’s intent to terminate this Agreement or enter into a subsequent pricing agreement covering the Approved Services. Notwithstanding any other term in this Agreement, (a) either party may terminate this Agreement by providing at least thirty (30) days advance written notice to the other, or in the case of a material breach of this Agreement, either party may terminate this Agreement effective immediately with automatic termination of any license rights.

**3. Fees.** End Useracknowledges that MeridianLink will invoice the End User Agent for the fees associated with the Approved Services performed hereunder; provided, however, in the event that End User Agent fails to remit payment of the fees for the Approved Services provided to End User, End User agrees that it will be responsible for payment of the fees for the Approved Services performed hereunder. If the End User fails to pay any invoice in accordance with the foregoing terms, the End User shall also pay interest on the unpaid amount at the lesser of one percent (1%) per month or the maximum amount allowed by law. The fees do not include applicable federal, state, local, or foreign sales or use taxes, and the End User will reimburse MeridianLink for any such taxes. End User acknowledges that any trial period involving promotional pricing of services (or other promoted product) is limited in duration and that charges or additional charges will commence immediately after the applicable trial period.

**4. DA Fraud and Identity Solutions Services Pricing.** End User is approved to receive the DA Fraud and Identity Solutions Services at the pricing indicated on Exhibit A of this Agreement.

**5. Limitations on Use of Services.**

1. End User expressly represents that it is not a reseller as defined in the FCRA and shall not resell the Approved Services in any manner.
2. End User must not use the Approved Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA.
3. With the exception of End User’s fulfillment of a consumer request for Approved Services, End User shall not resell or license the Approved Services to any third party.
4. End User shall not represent that MeridianLink or Experian warrants or otherwise certifies the quality of any DA Fraud and Identity Solutions Services, and End User will not use the MeridianLink or Experian name, the Precise ID name or this relationship to make such a representation to consumers or any third parties.

**6. Internet Security.** End-user certifies that (a) they shall implement and maintain a comprehensive information security program written in one of more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the End User’s size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the End User by the Reseller; and (b) that such safeguards shall include the elements set forth in16 C.F.R. § 314.4 and shall be reasonably designed to: (i) Insure the security and confidentiality of the information provided by reseller; (ii) Protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) Protect against unauthorized access to or use of such information that could result in substantial harm or Inconvenience to any consumer**.**

**7. User Code.** MeridianLinkwill provide End User with a proprietary nontransferable user code that the End User must use when requesting a report. End User shall keep such user code confidential and prevent unauthorized or fraudulent use. Use of the code signifies End User’s responsibility for payment.

**8. Compliance with Law and Industry Standards.** End-User (a) acknowledges that many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration (“DMF”); (b) certifies pursuant to Section 2-3 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its application FCRA or GLB use of Experian information, the End User’s use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, and regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and (c) certifies that the End-user will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.

**9. Intellectual Property Rights.** End User acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Approved Services and compile its various databases. All data in Experian’s databases and any other intellectual property that are part of the Approved Services are and will continue to be Experian’s exclusive property. Nothing contained in this Agreement, Exhibit A: Section II or Exhibit B shall be deemed to convey to End User or to any other party, any ownership interest in or to intellectual property or data provided in connection with the Approved Services.

**10. Indemnity.** End User shall indemnify, defend and hold MeridianLink as Reseller and Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by MeridianLink or Experian arising out of any claims brought against MeridianLink or Experian relating to the use of the Services by End User, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by End User and relating in any way to End User’s receipt or use of the Services.

**11. Warranties and Limitation on Liability.** MeridianLink warrants to End User that it will use commercially reasonable efforts to deliver the Experian DA Fraud and Identity Solutions Services in a timely manner. Because the Approved Services involve conveying information provided to Experian by other sources, MeridianLink cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Approved Services or the data contained in its various databases. MERIDIANLINK does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of the Approved Services. MeridianLink will not be liable to End User or to any of End User’s customers for any loss or injury arising out of or caused by Experian’s acts or omissions in providing the Approved Services. If, however, liability is imposed upon MeridianLink for any reason whatsoever, then that liability shall be limited to the fees paid by the End User for the Approved Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER party FOR ANY INCIDENTAL, indirect, CONSEQUENTIAL, punitive or special DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER OR NOT FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

**12. Waiver.** Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

**13. Audit.** MeridianLink and Experian will have the right to audit End User to assure compliance with the terms of this Agreement. End User will provide full cooperation, and will be responsible for assuring full cooperation by its employees in connection with such audits. End User will provide MeridianLink or Experian, or obtain for MeridianLink or Experian, access to such properties, records and personnel as MeridianLink or Experian may reasonably require for such purpose.

**14. Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by End User without MeridianLink’s prior written consent.

**15. Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

**16. Choice of Law.** This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of California, which are intended to supersede any choice of laws rules which might require the application of the laws of another jurisdiction. Both parties hereby consent to the jurisdiction of the courts of California, whether federal, state or local, with respect to actions brought to enforce or interpret this Agreement. Venue for all actions shall be in Orange County, California. The prevailing party in any arbitration, or permitted legal or equitable action, shall be entitled to an award of its reasonable attorneys’ fees and costs.

**17. Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Reseller shall be sent to MeridianLink, Inc., 1600 Sunflower Ave., #200, Costa Mesa, California 92626 or emailed to legal@meridianLink.com. Notices sent to the End User shall be addressed to the address designated in Exhibit A.

**18. Amendments.** This Agreement may only be amended in writing signed by authorized representatives of both parties.

**19. Survival**. The provisions of Sections 3, 5, 10, and 11 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

**20. Complete Agreement.** This Agreement sets forth the entire understanding of End User and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating to the Approved Services. **By SIGNING BELOW, you are indicating (i) you have read and understand the “FCRA Requirements” notice and “Access Security Requirements” and will take all reasonable measures to enforce them within YOUR facility. YOU ALSO certify YOU will not resell the APPROVED SERVICES to any third party. YOU understand that if THE APPROVED SERVICES ARE used improperly by company personnel, or if YOUR access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of YOUR company, YOUR COMPANY may be held responsible for financial losses, fees, or monetary charges that may be incurred and that YOUR COMPANY access privilege may be terminated. you understand, accept and agree to be legally bound by the terms of this Agreement aND you represent that you are authorized to execute this Agreement on behalf of End User.**

The Effective Date of this Agreement is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**month**) \_\_\_\_\_\_\_\_\_ (**day**), \_\_\_\_\_\_\_\_\_\_\_ (**year**)

**END USER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MERIDIANLINK, INC**.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Print Name: \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**SECTION I – CONTACT INFORMATION:**

***[Instructions: Please complete contact information below]***

|  |
| --- |
| End User Name: |
| Billing Address: |
| City/State/Zip: |
| Email Address: |
| Federal Tax ID: |
| Primary User’s First & Last Name: |
| Primary User’s Telephone: |
| Primary User’s Email Address: |

**SECTION II – FEES:**

1. **Pricing Term**. Two (2) years.
2. **Fees.** The following fees shall apply for the Services:

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| **Experian DA Fraud and Identity Solutions Services** | |  | |
|  |  |  |  |
|  | **Product** |  | **Fee per inquiry** |
|  | * Authentication Service Level 3 |  | ML Reseller Price |
|  | * Precise ID – Account Opening Score with KIQ add-on/ID Authentication |  | ML Reseller Price |
|  |  |  |  |

1. General Conditions.
   1. Unless otherwise set forth above, fees are per inquiry.
   2. The pricing herein is for the Pricing Term. Pricing for any renewal period will be at Reseller’s then current rates. Pricing may be updated by Reseller no more frequently than once every 12 months and any such fee increase shall be limited to no more than 5%.

**EXHIBIT B**

**AGENCY ADDENDUM**

**TO THE**

**AGREEMENT FOR EXPERIAN DA FRAUD AND IDENTITY SOLUTIONS SERVICE**

This Agency Addendum (“Agency Addendum”) amends and supplements the Agreement for Experian DA Fraud and Identity Solutions Service dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“End User Agreement”) currently in place between MeridianLink, Inc. (“Reseller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“End User”).

In consideration of the promises and other good and valuable consideration, and intending to be legally bound, Reseller, End User, and Agent agree as follows:

1. **Agency.** End User has entered into an agreement with Kasasa, Ltd., a limited partnership organized and existing under the laws of Texas, with an address at 4516 Seton Center Parkway, STE 300, Austin, Texas 78759 and a telephone number of 512.418.9590 (“***End User*** ***Agent***”), pursuant to which End User Agent will act as End User’s agent, and from time to time and on behalf of End User, will use Experian DA Fraud and Identity Solutions (“***Approved Services***”) which are proprietary to Experian Information Solutions, Inc. and its affiliates (collectively, “***Experian***”) received from Reseller solely to assist End User with information processing (collectively, “***Approved Uses***”). End User Agent, as the agent for End User and on behalf of End User, will be entitled to receive all of the information and output of information provided directly or indirectly by Reseller (“***Information***”) that End User would be entitled to receive under the terms of the End User Agreement. Except for the utilization and transfer of the Approved Services to End User expressly contemplated herein, End User Agent shall not resell or otherwise provide or transfer the Approved Services in whole or in part to any other person or entity. End User Agent certifies that it is not a reseller as defined in the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended from time to time (the “FCRA”).
2. **Payment of Fees.** Reseller will invoice End User Agent for Reseller’s fees (the “***Fees***”) for performing the Approved Services for End User, such Fees attached to the End User Agreement as Exhibit A . End User Agent agrees to invoice End User directly for the Fees as invoiced by Reseller without any modification, including but not limited to any mark-up. **Notwithstanding anything to the contrary, Reseller acknowledges and agrees that End User Agent incorporates the Fees into a monthly licensing fee (Fees are not itemized) billed to the End User; this practice is explicitly authorized by Reseller and Experian, is in accordance with its agreement between Reseller and Experian, and is not considered a violation of this Agreement or the End User Agreement if the monthly licensing fee increases or decreases.** End User Agent shall not disclose invoices, Fees or pricing information related to the Approved Services to any third party. Based on the above understanding, End User will be responsible for all Fees owed to Reseller in accordance with the End User Agreement, should End User Agent fail to pay Reseller.
3. **Compliance with End User Agreement.** End User Agent agrees to abide by all of the terms and conditions, including but not limited to the use, confidentiality, and intellectual property provisions, of the End User Agreement. End User will ensure that End User Agent abides by the terms and conditions of this Addendum and the End User Agreement.
4. **Acceptance by End User Agent.** End User Agent shall acknowledge its acceptance and willingness to abide by all of the terms and conditions of this Agency Addendum and the End User Agreement by signing below. End User Agent agrees to keep the terms and conditions and all matters relating to this Agency Addendum and the End User Agreement in strict confidence.
5. **Gramm-Leach-Bliley Act**. End User Agent shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to End User Agent’s size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to it on behalf of End User by Reseller. Such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Reseller, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. End User Agent shall provide its security program to Reseller upon request and shall adopt any safeguard that Reseller may reasonably request.
6. **Audit and Termination Rights**. End User Agent shall report any change of location, control, or ownership to Reseller. Reseller and Experian shall have the right to audit End User Agent to assure compliance with the terms of this Addendum and the End User Agreement. End User Agent shall cooperate with such audits and allow reasonable access to such properties, records, and personnel as Reseller or Experian may reasonably require for such purpose. Reseller, End User or End User Agent may terminate this Addendum by providing thirty (30) days advance written notice to the other parties; provided that Reseller may unilaterally terminate this Addendum immediately, or take any lesser action Reseller believes is appropriate, including but not limited to blocking End User Agent’s access to the Approved Services, if Reseller believes in its sole judgment, that End User Agent has failed to comply with any of its obligations hereunder.

All of the terms and conditions in the End User Agreement not amended herein shall remain in full force and effect. This Agency Addendum and the End User Agreement may only be modified by the written consent of the parties.

This Agency Addendum, together with the End User Agreement as amended herein, constitute the entire agreement between the parties with respect to the Approved Services provided hereunder and supersede all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Reseller: MeridianLink** | | | | | |  | | **End User:** |
|  | | Print or Type Full Legal Name of Company |
| By: | | |  | | | By: | |  |
|  | | | Signature (Duly Authorized Representative Only*)* | | |  | | Signature (Duly Authorized Representative Only*)* |
| Name: | | |  | | | Name: | |  |
|  | | | Print | | |  | | Print |
| Title: | | |  | | | Title: | |  |
| **Addendum Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | |  | |  |
| **End User Agent:** | | | | | |
|
| By: | | |  | | |
|  | | | Signature (Duly Authorized Representative Only) | | |
| Name: | | |  | | |
|  | |  |
| Title: | | |  | | |
|  | | | Print | | |