

Standard Terms and Conditions for Equifax Social Influencer Solution (“Equifax Social Influencer Standard Terms”)

Equifax Direct Marketing Solutions LLC and StrongMail Systems, Inc.

Unless otherwise expressly stated herein, all capitalized terms have the meanings as defined in the Equifax Social Influencer Service Order (“Service Order”) made and entered into by and between the customer entity executing the Service Order (“Company”) and Equifax Direct Marketing Solutions LLC (“Equifax”) or StrongMail Systems, Inc. (“StrongMail”), as the case may be (each a “Selling Party” when executing the applicable fee schedule (“Fee Schedule(s)”) and each a “Partner” to the other in providing the Equifax Social Influencer Solution (“Equifax Social Influencer” and “Social Influencer” herein)). These Equifax Social Influencer Standard Terms, the Service Order and the related Fee Schedule(s) are all together the “Agreement”.

Company and Selling Party will execute a Service Order and Fee Schedule(s) for each sale of Equifax Social Influencer, setting forth the scope of engagement and related pricing. The Fee Schedule shall list the contributions of Selling Party and Partner respecting the engagement. Each of Equifax and StrongMail is authorized to sell the solutions of the other relevant to Equifax Social Influencer, and neither Equifax nor StrongMail may enter into a Service Order if the agreement between the two is no longer in effect. By entering into the Service Order and Fee Schedule, Selling Party represents, and agrees, that these Equifax Social Influencer Standard Terms reflect the then-current executed agreement between Selling Party and Partner, and each party is thus authorized to make the offers, representations, warranties, conditions and performances hereunder.

1. Access to Hosted Software; Receipt of and Services

Subject to full payment according to the payment terms and all the terms of the Agreement, Selling Party grants Company a nonexclusive, nontransferable license to: (a) access and use StrongMail’s proprietary Influencer software (“Software”) in accordance with all the terms of this Agreement and the usage parameters set forth on the Fee Schedule listing Equifax Social Influencer and its associated fees; (b) receive certain Data Services (as more fully described and defined in Section 4) from Selling Party, either directly or with or through its Partner and in all cases subject to (i) the “Permitted Uses” in Section 4, and (ii) the “Limitations on Use” in Appendix A attached to these Equifax Social Influencer Standard Terms and incorporated herein by this reference; and (c) receive certain related strategic, creative and other custom or packaged consulting services, as identified in the Fee Schedule(s) (“Custom Services and, together with the Data Services, the “Services”), subject to all the terms of this Agreement, alone or with or through its Partner. By using the Software and/or Services, Company acknowledges that Company has read, understands and agrees to be bound by all of the terms of this Agreement. If Company does not accept all the terms of this Agreement, Company shall not be licensed or otherwise permitted to use the Software and/or Services. Company acknowledges the Statement of Online Information Practices (“Privacy Policy”) at <http://www.strongmail.com/site/privacy-policy/> and agrees to abide by the portions therein requiring notice of such Privacy Policy to Company’s customer(s), client(s) and end user(s). StrongMail’s Acceptable Use Policy (“AUP”) at <http://www.strongmail.com/site/aup/> applies to all use by Company or its customer(s), client(s) and/or end user(s).

2. Payment Terms

Company shall pay all Fees to Selling Party net thirty (30) days date of invoice, without right of setoff, unless otherwise agreed in a Fee Schedule or other writing signed by authorized representatives of Selling Party and Company.

3. Termination

This Agreement may be terminated by Selling Party in the event of a material breach by Company, or by Company in the event of a material breach by Selling Party or Partner, of any of the terms hereof, which breach remains uncured for thirty (30) days from written notice thereof (except that payments of amounts due shall have no cure period). Upon the termination of this Agreement for any reason, Selling Party and its Partner will immediately cease providing, and Company shall have no access to, the Software or

Services, and Company agrees to promptly cease any use and delete from all of its systems and/or equipment all full or partial copies of Software and return all such full or partial copies to StrongMail or have an officer of Company certify that they have been destroyed.

4. Scope of Software License and Services; Definitions Respecting, and Permitted Uses of, Licensed Data, Enhanced Records and Analysis Services

(a) Data Services – Definitions, Scope of Use. The services described in this Section 4(a) are collectively referred to herein as the “Data Services”. “Data Enhancement” is the appending of data from Equifax-controlled data records (“Licensed Data”) to matched records on a file owned or otherwise properly rented or licensed by Company and provided to Equifax or StrongMail, as the case may be. Data Enhancement is performed solely in “batch” mode to append Licensed Data records data to a file of more than one matched record (each matched record as enhanced by the Licensed Data an “Enhanced Record” and collectively the “Enhanced Records”). Data Enhancement shall not be performed to append data to a single record or file. “Analysis Services” are services in which Licensed Data is used for analysis and modeling, and may include the production of one or more reports for Company (or a Selling Party’s Partner on Company’s behalf), as of the Effective Date and as ordered and paid for on the applicable Fee Schedule(s) as follows: (1) “Profile Report” - a report in which Licensed Data is used to create a descriptive profile; Company receives only the report and not the underlying Licensed Data; (2) “Third Party List Screening” - Licensed Data is used to select or suppress information on a third party list, Company receives only the list screen information and not the underlying Licensed Data; (3) “Modeling” - Licensed Data is used to score or rank a file, Company receives only the information and not the underlying Licensed Data; (4) “Decision Support” - Licensed Data is used to facilitate Company marketing plans and decisions in a manner not covered by Subsections (1) through (3); Company is not authorized to use Licensed Data or Enhanced Records unless Company pays fees for such use. Enhanced Records may or may not be delivered with Analysis Services, and if they are, fees apply respecting both the delivered Enhanced Records and the Analysis Services and products thereof.

(b) Influencer/Services Restrictions (including Data Services).

(i) All Data Services may only be performed by Equifax or StrongMail and not by any third party. Each Enhanced Record and all Enhanced Records may only be used by Company (or by Equifax or StrongMail on such Company’s behalf) in connection with Company’s own direct marketing program(s) for a twelve (12) month period commencing on receipt of the initial delivery of the Enhanced Records. The Analysis Services and any associated report(s) may only be used by Company (or by Equifax or StrongMail on such Company’s behalf) in connection with Company’s own direct marketing program(s), decision support or information services for a twelve (12) month period commencing on receipt of the initial delivery of the Services and report(s). Such period(s) shall not (i) be automatically extended by any subsequent update(s) or refresh(es) of the Licensed Data or Enhanced Records, or (ii) exceed the Term, without the prior written consent of Equifax (email sufficient from individual with capacity to bind Equifax to contractual commitments).

(ii) Company will not: (A) sell, market, resell or allow third-party access to, or otherwise distribute or misappropriate (including without limitation by providing login credentials or remote, hosted access or service bureau type services with) any Software or Service or any documentation related to any such items, nor attempt to do any of the foregoing; (B) remove any proprietary notice(s) or label(s) from any of the items listed in subsection (b)(ii)(A); (C) copy, modify, translate, reverse engineer, disassemble, decompile or create derivative works based on any of the items listed in subsection (b)(ii)(A) (except a single copy of any delivered record, report, list or other collection of information for archival and/or backup/disaster recovery purposes) (not applicable to Software); or (D) pledge, assign, or otherwise transfer or encumber rights to any of the items listed in subsection (b)(ii)(A).

(c) Company represents and warrants that it shall advise its users, via its existing online terms and policies (i.e., Terms of Service, Privacy Policy, etc.) or other reasonable means, of: (i) the offerings to be provided as part of the Software and Services and the attendant rights and restrictions, as applicable; (ii) the information that may be collected, and how that information may be used by Company and/or Equifax and/or StrongMail; and (iii) the user’s ability to opt-out of participation in those offerings at any time.

5. Proprietary Rights

(a) Company acknowledges and agrees that (as between Company and Selling Party) ownership of, and/or the right to license, sell or provide) the Software and Services resides with Selling Party or its licensor-Partner(s) exclusively and in perpetuity. Nothing herein shall grant Company a license or other proprietary interest in the Software or Services except the license to use them as granted herein.

(b) Should Company be required to provide any audio-visual design assets (including but not limited to photographic images, video, logos, animations, illustrations, etc.), technology interfaces, logos, service marks, trade names, and other identifying or branding elements of Company or its client(s) ("Company Content") to enable performance of the Services, then Company hereby grants to Selling Party a non-exclusive, non-transferable (except to its Partner to perform hereunder) license to use, perform and display the Company Content during the Term solely to allow Selling Party or its Partner hereunder, to perform its obligations of the Agreement. Selling Party agrees (as between it and Company, and binding on all of its Partners and contractors) that Company Content and goodwill associated with it are and will remain the sole and exclusive property of Company.

6. Data

(a) As between Company and Selling Party, Company owns and has exclusive rights to use all personally identifiable data transmitted on Company's behalf from users of the Company Web Site ("Data") except as provided in this Section 6. The Data, including all reports containing the Data, are deemed to be Company's Confidential Information.

(b) Notwithstanding section 6(a), during the Term and thereafter as required or permitted by applicable law, Selling Party and/or its Partner may: (i) capture and maintain the Data in connection with its provision of Services to Company and enforcement of its rights as described in the Agreement and (ii) disclose any Data if required by law or valid order of a court or other governmental authority; provided, however, it will deliver reasonable notice to Company of any such potential disclosure and use commercially reasonable efforts to cooperate with Company's attempt to obtain a protective order.

(c) Company acknowledges Selling Party and/or its Partner(s) may collect anonymous user information through provision of the Services ("Anonymous Data"), which does not contain personally identifiable Data and may be transmitted in the course of Company's use of the Service. Selling Party and/or its Partner(s) may aggregate or otherwise use the Anonymous Data to improve the quality of products and services and for statistical purposes. The Anonymous Data, including all reports containing this information, is Confidential Information, and Selling Party or its Partner shall have the right to use the Anonymous Data for such purposes.

7. Confidential Information

Selling Party and Company acknowledge that during the Term, each party may acquire confidential, proprietary and/or non-public information of the other party or its Partner(s), contractors, licensors and/or affiliates ("Confidential Information"). Confidential Information includes that which is conspicuously marked "Confidential," "Proprietary" or the like and/or that which should reasonably be understood by a recipient as being confidential or proprietary to the disclosing party. Confidential Information does not include any information that (a) was generally available to the public prior to or at the time of disclosure, (b) becomes generally available to the public after disclosure from a source not under obligation of confidentiality with respect thereto, (c) was in the rightful possession of recipient prior to receipt from the disclosing party, (d) comes into the rightful possession of recipient after disclosure, from a third party with the lawful right to disclose it, or (e) was independently developed without use of any Confidential Information of disclosing party. The obligations set forth in this Section 7 shall not apply to the extent the other party's Confidential Information is required to be disclosed by law or valid order of a court or other governmental authority; provided, however, that the responding party agrees to deliver reasonable notice to the other party and use commercially reasonable efforts to cooperate with such other party's attempt to obtain a protective order. Each party agrees to take commercially reasonable measures to protect the confidentiality of the Confidential Information of the other party during the term of this Agreement and for a period of three (3) years following the termination of this Agreement, except that said obligation shall continue in perpetuity for with respect to Data.

8. Obligations of Company

(a) Company will use the Software and Services only in accordance with these Equifax Social Influencer Standard Terms and, unless expressly permitted in a writing signed by an authorized officer of Selling Party, will not use the Software or Services on behalf of or make the Software or Services available to any third party.

(b) Company will use the Software and Services in accordance with and otherwise comply with all applicable international, federal, state and local laws or regulations ("Laws"), including without limitation those relating to individual privacy and/or distribution of email messages, including without limitation The CAN-SPAM Act of 2003 and other applicable Laws.

(c) Company will not use the Software in violation of the AUP referenced in Section 1.

(d) Company acknowledges and agrees that the Software contains certain functionality that enables Company to more effectively comply with certain Laws, but that it is the Company's sole responsibility to abide by such Laws whether through the use of such functionality, or otherwise.

(e) Company will promptly remove or unsubscribe from relevant customer lists associated with the Software any customer that notifies Company he or she no longer wishes to receive messages from the Company or its affiliates.

9. Representations and Warranties

(a) Company represents and warrants that: (i) it has the full power and authority to enter into this Agreement and on execution and delivery by Company, this Agreement will constitute the legal, valid, and binding obligation of Company, enforceable in accordance with its terms; (ii) the execution of this Agreement does not violate any other agreements or obligations to which it is a party; and (iii) it shall perform the obligations set forth in this Agreement.

(b) Selling Party represents and warrants that: (i) it has the full power and authority to enter into this Agreement and on execution and delivery by Selling Party, this Agreement will constitute the legal, valid, and binding obligation of Selling Party, enforceable in accordance with its terms; and (ii) the execution of this Agreement does not violate any other agreements or obligations to which it is a party.

(c) Except as expressly stated above, neither party makes nor assumes any direct, indirect, express or implied warranties whatsoever including, without limitation, any warranty of merchantability, fitness for a particular purpose, title or noninfringement.

10. Indemnifications

(a) Selling Party shall indemnify, defend, and hold harmless Company and its successors and/or affiliates and their shareholders, directors, officers and employees (each, a "Company Indemnified Party") from and against any and all losses, claims, damages, liabilities and expenses incurred by the Company Indemnified Party in any third-party action arising or resulting from any breach of any of the representations or warranties hereunder, or any claim that the Software or Services infringes the Intellectual Property Rights of such third party.

(b) Company shall indemnify, defend, and hold harmless Selling Party and its successors and/or affiliates (including without limitation its Partner hereunder) and their shareholders, directors, officers and employees (each, a "Selling Party Indemnified Party") from and against any and all losses, claims, damages, liabilities and expenses incurred by the Selling Party Indemnified Party in any third-party action arising or resulting from: (i) any breach by Company of any of its representations, warranties or obligations hereunder; (ii) the Company Content; and (iii) the transmission of Data on behalf of Company for performance hereunder, and the processing, use and/or storage of such Data on behalf of Company in performance of, and in accordance with, this Agreement.

(c) Each indemnifying party's obligations set forth in sections 10(a) and (b) above are contingent on the indemnified party: (i) promptly notifying the indemnifying party of any demand qualifying for indemnification hereunder; and (ii) reasonably cooperating with the indemnifying party's defense or settlement of any such matter. The indemnifying party shall have sole control of the defense or settlement of any such claim; *provided, however*, that the indemnified party may participate in the proceedings with independent legal counsel retained at its own expense.

11. Disclaimer & Limitation of Liability

In no event shall a party be liable to the other or any third party (whether under breach of contract, product liability, negligence, indemnity obligation or otherwise) for any indirect, incidental, special, punitive, or consequential damages, including without limitation any damages for loss of profits, loss of earnings or loss of business opportunities, or loss of data even if foreseeable or advised of the possibility of such damages. Except for Company's payment obligations, the aggregate liability of the parties shall not exceed the aggregate amount of money actually paid by Company to Selling Party pursuant to this Agreement during the twelve (12) month period prior to the date the cause of action arose. The provisions of this section 11(a) shall apply notwithstanding any provision of this Agreement to the contrary and regardless of the form of the claim or cause of action.

12. Amendments and Modifications

Selling Party may from time to time modify these Terms as required by applicable law or order, industry standard or to correct a deficiency, and any such material modifications shall be effective immediately on posting on StrongMail website at <http://www.strongmail.com/site/terms-and-conditions/socialinfluencer.php> with reasonably prompt contemporary notice to Company. Company's use of the Software or Services after any such modification will be deemed acceptance of such modification. This Agreement may not otherwise be amended except in a writing signed by authorized representatives.

13. General

This Agreement will be governed by the laws of the State of California excluding that body of law pertaining to conflict of laws. If any part of this Agreement is for any reason found to be invalid or unenforceable, the Agreement will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will continue in full force and effect. All notices and consents required or permitted hereunder must be in writing and delivered by courier (in person or recognized overnight package delivery service) or by United States Mail or email, in either case to the last officially-notified physical mail or email address, and in the case of email a hard copy by courier or US Mail must also be sent. Notice is effective upon dispatch, provided confirmation of courier/mail delivery shows such delivery was made. This Agreement, which consists also of any and all exhibits, schedules, addenda or other attachments ("Addenda"), and all amendments hereto or to any such Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior or contemporaneous agreements and understandings between the parties. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. The parties are independent contractors. There is no relationship of partnership, agency, employment, franchise, or joint venture between the parties. Neither party has authority to bind the other or incur any obligation on the other's behalf. A party's failure to enforce any provision of this Agreement is not a waiver of that or any other provision of this Agreement, or of the right thereafter to enforce any aspect of this Agreement. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of any cause beyond the reasonable control of such party. If any action to enforce the terms hereof, the prevailing party is entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Neither party shall assign, sublicense or otherwise transfer its rights and/or obligations under this Agreement, in whole or in part, without the prior written consent of the other party; provided, however, that Selling Party may assign this Agreement on notice but without requirement of consent to: (i) any entity controlling, controlled by, or controlled in conjunction with it that acquires substantially all of its shares, assets or business related to this Agreement. Any attempt to assign without required consent will be void. The Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Appendix A
to Equifax Direct Marketing Solutions LLC-StrongMail Systems, Inc.
Equifax Social Influencer Standard Terms
Limitations on Use of Data Services

a. Licensed Data Access. Company shall hold the Licensed Data in confidence and not make it available to any third party (whether by access, disclosure or any other means) without the prior written consent of Equifax (email sufficient from individual with capacity to bind Equifax to contractual commitments). If such consent is granted, Selling Party may negotiate any additional charges.

b. Location and Copies. The Licensed Data shall reside, and the data uses permitted hereunder shall be performed, only at computer facilities owned, leased or operated by Company securely by it or on its behalf, and which are those Company uses for its own operations. The Licensed Data may be copied in accordance with the Equifax Social Influencer Standard Terms and all copies are governed by such Terms.

c. No Eligibility Decisions. Company may not use or take into consideration the Licensed Data 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.*). Company may not use the Licensed Data in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.

d. Solicitations; Ad Copy. Campaign mailings or promotions by Company in connection with the Licensed Data shall: (i) not contain Licensed Data records or Enhanced Records that were not already contained in the original house file(s) furnished by Company; and (ii) comply with the Acceptable Use Policy (<http://www.strongmail.com/site/aup/>), in effect at the time of each such mailing or promotion.

e. Script Retention and Review. When the Licensed Data is used to deliver marketing materials to consumers, Company shall retain the ability to reproduce samples, or some other means of reconstructing the content of the marketing materials that were communicated using the Licensed Data. Materials under this section shall be retained for at least twelve (12) months after the marketing materials are communicated using the Licensed Data. Upon request within the twelve month period, Company shall promptly deliver to Equifax the requested materials evidencing the marketing materials communicated using the Licensed Data. The obligation in this section does not apply to delivery of marketing materials to consumers whose contact information is obtained from a source other than the Licensed Data.

f. Seeding. Licensed Data may be seeded to detect any unauthorized use or duplication thereof.

g. State Restrictions. Portions of the Licensed Data may be derived from motor vehicle information procured by Equifax from the states, which impose data use restrictions with which Equifax must comply. Company shall strictly comply with all data use restrictions imposed on Equifax by any state.

h. Equifax Restrictions. Selling Party may impose restrictions on the use of the Licensed Data to manage the integrity thereof and Equifax's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. Company shall strictly comply with all data use restrictions now or hereafter communicated to and imposed by Selling Party, upon written notice. Company will undertake all commercially reasonable measures to comply in all respects with any contractual or other legally binding obligations of Equifax to its third party licensors of which Company is notified in writing prior to, on or after the Effective Date of the Agreement between Company and Selling Party.

i. Compliance. Company shall use Licensed Data in compliance with the Direct Marketing Association's Guidelines for Ethical Business Practice (<http://www.the-dma.org/guidelines/EthicsGuidelines.pdf>) and a statement of online data practices reflecting material compliance with such guidelines, other industry

standard best practices and all applicable federal, state and local laws, statutes, rules and regulations, including without limitation all applicable “do not call” legislation.

j. Rental Basis. In connection with permitted use of Licensed Data referenced in the Agreement, all Licensed Data is furnished on a rental sublicense basis only and no other basis whatsoever.

k. Company Certification. All use of the Licensed Data, including all marketing efforts, solicitations, ad copy and other communications to be used in connection therewith, must comply with the terms of this Appendix A “Limitations on Use”.

l. Key Identifier. Company may not use Licensed Data to (i) merge internal consumer records and/or (ii) develop unique individual, household, address or other level identifiers or “keys” for managing and maintaining its own internal consumer databases.

m. Automotive Customers. Company acknowledges that, if the occasion shall arise, it shall not market any vehicle data contained in the Licensed Data to any “Automotive Customer” (which for purposes hereof shall be collectively defined as automotive manufacturing companies, their distributors, dealers, automotive aftermarket parties, advertising agencies to the extent related to work performed for an automotive Customer, insurance companies to the extent related to motor vehicle insurance, and bank and finance companies to the extent related to the financing of motor vehicle purchases).

n. Certain Vehicle Data. Company shall not use, or allow any third party to use, the following data elements as list selects for direct marketing purposes: Current Market Value; Number of Cars Currently Registered; Number of Cars Owned; Number of Cars Currently Leased; Number of Cars Bought New; Number of Cars Purchased Used; Number of Cars Registered/Bought New; Household Leasing Code-Cars; Number of Trucks Registered; Number of Trucks Purchased New; Number of Trucks Registered and Bought New; Number of RVs Owned; Number of RVs Bought New; Number of Motorcycles Owned; New Vehicle Code; Latest Vehicle Transaction Date; Make/Mix Code for Trucks; Presence of Camping/Touring Vehicles; Truck Owner Code; RV Code; and Motorcycle Code.

o. No Real-Time Access. Company may not access any Licensed Data in real-time except as provided through Equifax Social Influencer or any other service or platform expressly notified in advance and in writing by Selling Party (email sufficient from individual with capacity to bind the entity to contractual commitments).

p. Competitor of Equifax. Company agrees it shall not enter into this Agreement if it is a “Competitor of Equifax”, defined as: (i) any party owning or in possession of a list with household or individual counts that match at least fifty percent (50%) of the Licensed Data counts for the geographic area covered by said party’s list; and/or (ii) the following parties and any other party that is, at the time in question, an Affiliate of such party: AccuData Holdings LLC, Abacus (an Alliance Data Systems company), Acxiom Corporation, ADVO-System, Inc., Alliance Data Systems, Inc., Alvion Technologies, Inc., Amacai Information Corporation, CBCInnovis, Choicepoint Inc., Claritas, Inc., Computer Sciences Corporation (CSC), DoubleClick, Inc., EDS Corporation, Epsilon Data Management LLC (an Alliance Data Systems company), Experian Inc., Fair Isaac Corporation, First Data Corporation, Harte Hanks, Inc., ICOM (an Alliance Data Systems company), infoUSA Inc., Knowledge Base Marketing Inc., Lexis-Nexis, Masada Group Technologies Corporation, Merkle, Inc., MKTG Services, Primis Marketing Group, Inc., RR Donnelley, R.L. Polk & Co., Targus Information Corporation, The Nielsen Company, Trans Union Corporation, USADATA, Inc., Valassis Communications, Inc., V12 Group.