

Melissa Data Corporation
Service Bureau General Terms and Conditions

Definitions

Address refers to a human-readable and interpretable description of a delivery point to which mail or other natural objects can be delivered.

Contractual Agreement refers to the business relationship formed between Melissa and Customer, the parameters of which are defined under these Terms and Conditions, the applicable Purchase Agreement, and any other relevant documentation (e.g., data privacy addendums).

Customer refers to the party entering into the entire agreement with Melissa for the use of Melissa's Service Bureau Services to process its data, and may alternatively be referred to as "Purchaser" or "Licensee."

Customer Data means Input Data and Output Data, excluding Usage Data, Reference Data, Melissa's processing methodologies, and Melissa's other technology, data, and intellectual property.

Data Enhancement refers to the process of supplementing, correcting, verifying, or appending information (such as addresses, names, or demographic data) to the Customer's Input Data using Melissa's processing methods and Reference Data.

DPA means a separately executed data processing addendum or similar data processing agreement between Melissa and Customer that governs Melissa's processing of Personal Data on behalf of Customer, where executed by the parties.

Geocoding refers to the determination of the geographic coordinates (as longitude and latitude) using other geographic data such as addresses or postal codes.

Input Data are any data provided by or on behalf of Customer within the scope of the contracted Service Bureau Services, regardless of whether they are address, name, or other data.

Output Data are any data processed by Melissa via the Service Bureau Services and delivered to Customer.

Personal Data means any information relating to an identified or identifiable natural person, or that is otherwise regulated as personal information, personal data, or similar terms under applicable data protection or data privacy laws.

Prepaid is the designation of a remuneration model in which Customer acquires credit in advance.

Purchase Agreement refers to the mutually executed or accepted document that defines the scope of products and services to be contracted for, the service start date, and the fees to be paid by Customer.

Reference Data are third-party data files that Melissa uses for comparison with Customer's Input Data.

Service Bureau Services are the data processing, enhancement, cleansing, and list management services offered by Melissa to the Customer, as detailed in the Purchase Agreement.

Term has the meaning set forth in Section 12.1.

Usage Data means operational and diagnostic information generated by Melissa's performance of the Service Bureau Services, such as processing volumes, match rates, error rates, and job performance metrics; Usage Data does not include the content of Customer files or any Personal Data contained in them.

1. Scope of Application

1.1 The business relationship between Melissa Data Corporation ("Melissa"), with the principal place of business at 22382 Avenida Empresa, Rancho Santa Margarita, CA 92688, and Customer is governed solely and exclusively by these General Terms and Conditions ("T&C") as most recently revised at the point in time of the conclusion of the Contractual Agreement and any information contained in the applicable Purchase Agreement. Deviating terms and conditions from Customer or third parties will not be accepted unless Melissa expressly agrees to their application in writing.

1.2 Unless otherwise agreed, the T&C in the communicated revision also serve as a framework agreement governing any and all similar future agreements even if Melissa has not specifically referred to their application in a separate statement.

2. Subject of Performance

2.1 Melissa offers Service Bureau Services for a variety of data quality solutions, including Data Enhancement, address validation, verification, correction, updating, and Geocoding, utilizing Melissa's proprietary methods and data. Customer obtains the results of these Service Bureau Services upon payment of a fee in accordance with the provisions of these T&C and the applicable Purchase Agreement. Any turnaround times communicated by Melissa are good-faith estimates only and are not commitments unless expressly stated in the applicable Purchase Agreement. Processing of Addresses outside the United States may be subject to additional third-party data terms, which Melissa will provide at the time of order.

2.2 Within the scope of the contracted Service Bureau Services, Melissa uses fault tolerance methods and fuzzy-match algorithms to compare certain properties of Customer's Input Data with Reference Data. The optimization procedure or the underlying Reference Data may lead to incorrect or incomplete results, so it is possible that data will be corrected improperly (false positive) or that data that requires correction will not be corrected (false negative). Customer expressly acknowledges this fact. Customer is responsible for the final plausibility check of the Output Data.

2.2.1 Data Enhancement and Correction: During the performance of Melissa's Service Bureau Services, Melissa processes Customer's Input Data to determine its validity, accuracy, and completeness. If faulty or incomplete data are detected, Melissa processes the data and produces it to Customer as corrected or supplemented Output Data.

2.2.2 Contact Data Optimization: Melissa offers various services for the optimization of contact data. These services include, but are not limited to:

- Geocoding: matching and enhancements of addresses based on geographical coordinates used in the cartographic projection format WGS 84 (World Geodetic System 1984);
- Email verification: analysis and verification of email addresses;
- Verification of telephone numbers: verification and processing of international telephone numbers;
- Name check: matching of names using a name database for the purpose of identifying the gender of a name.

2.3 Melissa utilizes Reference Data from various third-party providers (postal services, data suppliers, etc.). Insofar as the Reference Data are concerned, Melissa is not liable for and makes no warranty as to the completeness, correctness, and present day accuracy of these Reference Data.

2.4 The description of services in Section 2 is a general description of the offered services. It does not constitute a warranty. EXCEPT FOR MELISSA'S EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICE BUREAU SERVICES AND OUTPUT DATA ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

3. Conclusion of Agreement

3.1 Offers and representations presented on the Melissa website, marketing communications, or sales communications are non-binding and subject to change. If and when Customer wishes to order services from Melissa, Melissa will send a Purchase Agreement that defines the scope of products and/or services to be contracted for, the service start date, and the fees to be paid by Customer. A binding Contractual Agreement is formed when Customer accepts the Purchase Agreement and these T&C, including by executing the Purchase Agreement, by electronically indicating acceptance (e.g., click-through), or by submitting a file to Melissa for processing.

4. Rights and Obligations of Customer

4.1 Customer will use the Output Data solely to the extent defined in the T&C and will fulfill any and all obligations required by the T&C, Purchase Agreement, or other associated agreements in a timely, complete, and technically correct fashion; in particular, Customer will pay the agreed to fees on time.

4.2 Customer acknowledges that the Service Bureau Services are performed for Customer's internal purposes only. Customer may not resell, redistribute, or otherwise make the Output Data available to third parties, neither in whole nor in part, unless otherwise expressly authorized by Melissa in writing.

4.3 File Warranties. Customer represents and warrants that: (a) it owns, or has all rights, licenses, and consents necessary to provide, each file submitted to Melissa and to have it processed as contemplated by the Contractual Agreement; (b) the data in each submitted file was collected and is maintained in compliance with applicable law; and (c) where a submitted file is or includes a marketing list, Customer is solely responsible for its own suppression, opt-out, and consent compliance with respect to that list.

4.4 Do Not Mail List: Customer must accommodate all "Do Not Deliver" consumer requests by creating and managing a "Do Not Mail" list for suppression of consumer addresses that no longer want to receive mail from the Customer's company.

4.5 When utilizing the Output Data derived from Melissa's Service Bureau Services, Customer will comply with any and all applicable laws and regulations, especially in relation to data privacy and security, copyright, or other third-party obligations. Customer assumes all civil and criminal liability for its use of the Output Data, if such use is in violation of any law, regulation, or other legal obligation. Customer itself is accountable for the Input Data Customer provides. In the event any party or third party asserts claims against Melissa based on the culpable infringement of individual privacy or commercial property rights by Customer, Customer will, upon first request, defend, indemnify, and hold Melissa harmless from and against any and all costs, damages, liabilities, and reasonable attorneys' fees. The parties shall notify each other without delay about the assertion of any such claim.

4.6 Customer shall not assign or transfer rights and obligations under these T&C unless expressly permitted by Melissa in writing.

4.7 Customer shall notify Melissa of any merger or acquisition of any part of the Customer's business. If such merger or acquisition affects one or more Contractual Agreements with Melissa, such as a merger between multiple Customers, all existing Contractual Agreements shall be subject to renegotiation, including changes in products and/or services contracted for, new contract start dates, and fees to be paid by Customer or Customers. Melissa shall take reasonable and appropriate steps to credit any unused portion of products and/or services licensed under prior Contractual Agreements, and apply it under the terms of the renegotiated Contractual Agreements. In the event a party to a merger or acquisition involving Customer is deemed by Melissa to be its direct business competitor, Melissa reserves the right to decline any renegotiation of new Contractual Agreements and to terminate any or all prior Contractual Agreements between Melissa and Customer upon written notice.

5. Granting of Rights; Use Restrictions

5.1 Customer is not granted any rights of ownership to Melissa intellectual property, Reference Data, or the underlying methodologies used to generate the Output Data. Customer acknowledges that the methodologies and Reference Data used are proprietary to Melissa and contain information of substantial value.

5.2 Customer is expressly prohibited from engaging in the following actions or uses of the Output Data: (a) enhancing the Output Data with modeling or analytics or data appends from Customer's database; (b) obtaining or granting any right of ownership in Melissa's or its licensors' data or methodologies; (c) reverse engineering, or attempting to discover or reconstruct, Melissa's processing methodologies or Reference Data; (d) using the Service Bureau Services or Output Data to build a competitive product or service; or (e) systematically extracting or aggregating Output Data with the intent of creating a copy of the databases on which the Service Bureau Services are based.

5.3 In the event Customer violates any provisions of the Contractual Agreement, Melissa may, after submitting prior written notification to Customer, exercise its option to terminate the Contractual Agreement or suspend access to or delivery of services. Unless otherwise specified, Customer shall be entitled to fourteen (14) days to cure any deficiency to Melissa's reasonable satisfaction outlined in the prior written notification, before Melissa exercises its option to terminate the Contractual Agreement. Notwithstanding the foregoing, Melissa reserves the right to suspend processing and delivery immediately and without advance notice if Melissa reasonably suspects any breach of the use restrictions under these T&C. This suspension right is in addition to, and not in lieu of, any other remedies available to Melissa under the Contractual Agreement or applicable law.

5.4 In the event of unauthorized use of the Service Bureau Services or Output Data, or transfer of use, Customer shall be liable for payment of damages.

6. Deliverables; Processing Review; Exclusive Remedy

6.1 Melissa will deliver Output Data to Customer using the delivery method specified in the Purchase Agreement or otherwise agreed by the parties. Customer shall review Output Data promptly upon delivery. Output Data shall be deemed accepted unless Customer notifies Melissa in writing within ten (10) business days after delivery of a suspected error in the processing of the affected job, specifying the basis in reasonable detail. Melissa has no obligation to act on any request for re-performance made after this period.

6.2 Where Melissa reasonably determines that the processing of a job materially failed to conform to the contracted service specifications, Melissa will re-perform the affected processing at no additional charge. Such

re-performance is Customer's sole and exclusive remedy, and Melissa's entire liability, for any error or defect in processing; fees remain non-refundable as provided in Section 7.6. Results reflecting the inherent characteristics of the Service Bureau Services described in Section 2.2, including fuzzy-match determinations, false positives, false negatives, and limitations of the Reference Data, are not errors or defects in processing and are not subject to re-performance. This Section does not limit the remedies expressly provided in Section 10.7 or any refund for which a job qualifies under Section 6.3.

6.3 Refund Policy. In addition to, and independent of, the re-performance remedy in Section 6.2, a Service Bureau job may be eligible for a refund solely as expressly provided in Melissa's Refund Policy published at melissa.com/refund-policy as in effect on the date of the applicable Purchase Agreement. Under Melissa's Refund Policy as of the date of these T&C, a Service Bureau job may be refunded in full within fourteen (14) days of delivery of the results, for satisfactory cause as reasonably determined by Melissa; refund requests must be submitted in writing using Melissa's Refund Request form and must detail the reason for the request. Royalties and fees owed to third-party data providers, including postal authorities, in connection with a job are deducted from any refund, and refund requests are subject to the processing terms stated in Melissa's Refund Policy. Except as expressly provided in this Section 6.3, Melissa's Refund Policy, or Section 10.7, all fees remain non-refundable as provided in Section 7.6.

7. Prices; Terms and Conditions of Payment

7.1 Unless otherwise agreed, the fees listed in the Purchase Agreement are in United States Dollars.

7.2 The Melissa prices in effect at the start of the Term of the Contractual Agreement shall apply.

7.3 Invoices are generated electronically and sent by email. Customer hereby declares its acceptance of this procedure.

7.4 Melissa reserves the right to preclude specific payment methods.

7.5 Unless otherwise specified in the Purchase Agreement, all fees are due upon receipt of a Melissa invoice. The invoice shall be paid within thirty (30) days of receipt of the invoice or the timeframe specified in the Purchase Agreement. If Customer disputes any invoiced amount in good faith, Customer must notify Melissa in writing within thirty (30) days of the invoice date, specifying in reasonable detail the amount disputed and the basis for the dispute; any invoiced amount not so disputed within that period is conclusively deemed undisputed, and Customer waives any right to later dispute it. Customer shall timely pay all undisputed amounts, including the undisputed portion of any partially disputed invoice. If any fees remain unpaid for 30 or more days after the due date, Melissa may suspend processing and delivery of Service Bureau Services until all outstanding fees are paid in full. Any amounts not paid by Customer when due shall accrue interest from the due date at the lower of 1.5% per month or the highest rate permissible under applicable law.

7.6 Payment of fees may be based on a Prepaid remuneration model. Fees are based on the services purchased as set forth in the applicable Purchase Agreement. A processing job may not be cancelled after Melissa has commenced processing, and fees for commenced jobs are due in full. Payment obligations under any Purchase Agreement are non-cancelable and all fees paid are non-refundable, except as expressly provided in Section 6.3, Section 10.7, or in Melissa's Refund Policy published at melissa.com/refund-policy as in effect on the date of the applicable Purchase Agreement. The scope of the contracted services cannot be decreased during the active Term of any Purchase Agreement, except as otherwise expressly permitted in writing by Melissa.

7.7 The Melissa price list for products and services shall be subject to periodic updates and changes. In the event of an automatic renewal of a subscription-based Contractual Agreement for a new Term, the fees to be paid by Customer shall be determined in accordance with the then current Melissa product price list. In the event of a product price increase greater than 5% (five percent) from the product price of the previous Term, Customer shall be given a written 90-day notice of such increase before the renewal date. Price increases of 5% (five percent) or less from the product price of the previous Term take effect automatically upon renewal, and no advance notice of any such increase is required.

7.8 All fees are exclusive of any taxes, duties, levies, or similar governmental assessments of any nature, including sales, use, value-added, withholding, and excise taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Melissa's net income. If Customer is required by applicable law to withhold or deduct any amount from fees payable to Melissa, the fees shall be increased so that the amount actually received by Melissa equals the amount that would have been received absent such withholding or deduction.

8. Defects and Liability

8.1 Melissa's warranty does not cover any damage or loss and/or disruptions caused by Customer's violation of the provisions of these T&C, or by errors, omissions, or defects in the Input Data as submitted by Customer.

8.2 Upon request, Customer will support Melissa to the best of its ability in identifying and remedying any discovered errors or defects. In the event an error or defect is discovered, Melissa will take reasonable business efforts to remedy the error or defect in accordance with Section 6.

8.3 Melissa is not liable for damage or loss caused by force majeure or similar events. No delay, failure, or default (other than a failure to pay fees when due) will constitute a breach of the Contractual Agreement to the extent caused by reasons or factors beyond the performing party's reasonable control, including force majeure and similar events such as acts of war, terrorism, hurricanes, earthquakes, epidemics or pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders, the failure of telecommunications networks or gateways of other operators, or disruptions in the purview of other telecommunications or service providers.

8.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MELISSA'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE CONTRACTUAL AGREEMENT, INCLUDING LAWSUITS, TORTS, THIRD-PARTY CLAIMS, OR GOVERNMENT ACTIONS, IS LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE PURCHASE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. THIS LIABILITY CAP APPLIES REGARDLESS OF THE LEGAL THEORY, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR ANY OTHER CAUSE OF ACTION. CUSTOMER ACKNOWLEDGES THAT MELISSA HAS BASED ITS PRICING ON THE LIMITATIONS SET FORTH IN THIS SECTION 8, WHICH FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MELISSA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF THE LEGAL THEORY, WHETHER OR NOT MELISSA HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF A PARTY'S REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8 OR ELSEWHERE IN THE CONTRACTUAL AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD, FRAUDULENT

MISREPRESENTATION, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING CALIFORNIA CIVIL CODE SECTION 1668.

8.5 The liability cap and damages exclusions in this Section 8 do not limit: (a) Customer's payment obligations under the Contractual Agreement; (b) Customer's liability arising from unauthorized use, misuse, or prohibited use of the Service Bureau Services, Output Data, Reference Data, or Melissa's intellectual property; (c) Customer's liability for infringement or misappropriation of Melissa's or a third party's intellectual property or proprietary rights; (d) Customer's liability for breach of its confidentiality obligations; (e) Customer's indemnification obligations under the Contractual Agreement; (f) Customer's liability for data protection or data privacy law violations caused by Customer; or (g) Customer's liability for violations of third-party or Reference Data restrictions, including the USPS NCOALink restrictions in Section 10.

8.6 The liability limitations above apply as well to the personal liability of employees, authorized representatives, officers, directors, agents, and third-party contractors of Melissa.

9. Data Protection; Indemnification

9.1 File Custody and Lifecycle. Customer shall submit files to Melissa only through one of the following methods: (a) Melissa's secure Data Services Order Form and File Upload page; (b) an SFTP location established and provided by Melissa; (c) the My Files Transfer feature within the Melissa Customer Account Portal; (d) an SFTP location or secure web portal established and provided by Customer, provided that such method has been reviewed and approved by Melissa in advance; or (e) a successor transfer method designated by Melissa. Email is not an approved transfer method, and Melissa may reject, and delete without processing, files submitted through unapproved methods. Melissa shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer files in its custody. Unless otherwise agreed in the Purchase Agreement, Melissa will delete Input Data files, retained copies of Output Data files, and backup copies thereof within thirty (30) days after delivery of the Output Data to Customer, or sooner upon Customer's written request. The foregoing deletion obligations do not apply to records Melissa is required to retain under applicable law or its licensor obligations, including the USPS records described in Section 10.6, which are retained solely for compliance purposes.

9.2 Purpose Limitation. Melissa uses Customer files and the Personal Data in them solely to perform the contracted Service Bureau Services for Customer. Melissa does not sell or share Customer Data, and does not retain, use, or disclose Customer Data for any purpose other than performing the contracted services, as permitted under this Section 9, or as required by law.

9.3 Service Provider Terms. To the extent Melissa processes personal information subject to the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA), or personal data subject to other applicable US state privacy laws, Melissa acts as Customer's service provider or processor and, in that capacity: (a) processes such data only for the business purposes specified in the Contractual Agreement; (b) does not sell or share such data; (c) does not retain, use, or disclose such data outside the direct business relationship between the parties or for any purpose other than the business purposes specified, except as permitted by applicable law; (d) does not combine such data with personal information received from other persons, except as permitted by applicable law; (e) imposes confidentiality obligations on personnel who process such data; (f) engages subcontractors that process such data only under written terms no less protective than this Section; (g) will notify Customer if it determines it can no longer meet its obligations under applicable privacy laws; (h) will reasonably cooperate with Customer's compliance assessments to the extent required by applicable law, which may be satisfied by Melissa's provision of relevant third-party audit reports or certifications; and (i) will delete Customer files in accordance with Section 9.1. Melissa certifies that it understands and will comply with the restrictions in this Section 9.3. If the parties execute a DPA, the DPA

governs Melissa's processing of Personal Data on behalf of Customer and controls in the event of conflict with this Section 9.

9.4 Prohibited Data. Customer shall not transmit to Melissa, and shall not cause Melissa to process: (a) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or the HITECH Act unless the parties have executed a separate Business Associate Agreement; (b) payment card data subject to the PCI DSS; or (c) Social Security numbers or other government-issued identifiers, except to the extent the contracted Service Bureau Service is specifically designed to process such data. Any transmission in violation of this Section 9.4 is at Customer's sole risk, and Melissa disclaims all obligations and liability with respect to such data.

9.5 Customer declares that any and all Personal Data made available to Melissa for processing within the framework of the Service Bureau Services has been transmitted to Melissa lawfully and in accordance with applicable data protection and data privacy laws and may be lawfully processed by Melissa. Customer is prohibited from transmitting Personal Data to Melissa or having any such data processed by Melissa without proper authority to do so. Each party shall comply with the data protection and data privacy laws and regulations applicable to it in its respective role.

9.6 Customer remains accountable for the lawfulness of the processing and use, as well as the protection of the rights of the data subjects whose Personal Data are processed. Customer will, upon first request, indemnify and hold Melissa harmless from and against any and all third-party claims based on infringements on data protection, personal rights, or intellectual property rights that may be asserted against Melissa in connection with the processing of Input Data transmitted by Customer to Melissa. Customer is obligated to defend against unfounded third-party claims based on the above-mentioned rights. Customer shall without delay notify Melissa of any third-party claims that become known to it. Melissa shall have the right, at its own expense, to participate in the defense of any such claim with counsel of its own choosing, and Customer may not settle any claim in a manner that imposes any obligation, restriction, or liability on Melissa without Melissa's prior written consent. The indemnification also includes the reimbursement of costs that Melissa incurs or has incurred relating to any related legal action/defense. The above provisions are without prejudice to any more extensive claims for damages by Melissa. Customer shall defend, indemnify, and hold harmless Melissa, as well as its employees, authorized representatives, officers, and directors for any data protection, privacy law, or intellectual property violation caused by Customer's willful or negligent conduct.

9.7 Data Ownership. As between Melissa and Customer, Customer retains all right, title, and interest in and to Input Data. With respect to Output Data, Customer owns only the compilation of Output Data and the elements thereof derived from Customer's own Input Data, exclusive of Melissa's underlying intellectual property; all Reference Data and Melissa proprietary data elements incorporated in, appended to, or returned as Output Data remain the exclusive property of Melissa or its licensors, are licensed and not sold, and may be used by Customer solely for its internal business purposes, subject to these T&C and any applicable third-party restrictions (including Section 10). No transfer of ownership of any Reference Data or Melissa proprietary data element occurs by virtue of its inclusion in Output Data.

9.8 No FCRA or GLBA Use. Melissa is not a "consumer reporting agency" as defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), and the Service Bureau Services and Output Data do not constitute "consumer reports" under the FCRA. Customer shall not use the Service Bureau Services or Output Data, in whole or in part, as a factor in establishing an individual's eligibility for credit, insurance, employment, or housing, or for any other purpose that would cause the Service Bureau Services or Output Data to constitute a consumer report under the FCRA or that would subject Melissa to regulation as a consumer reporting agency. Customer shall not use the Output Data for any purpose in violation of the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) or any similar state or local laws, statutes, rules, or regulations.

9.9 Usage Data. Melissa may collect and use Usage Data to administer Customer's account, operate, secure, and support the Service Bureau Services, calculate fees, and plan capacity. For the avoidance of doubt, Usage Data does not include the content of Customer files.

10. USPS NCOALink Move-Update Services

10.1 This Section 10 applies if and to the extent the Purchase Agreement includes move-update processing using the United States Postal Service ("USPS") NCOALink® product. Melissa performs NCOALink processing under a non-exclusive license from USPS, and Customer's rights with respect to NCOALink are limited accordingly. In the event of conflict between this Section 10 and any other provision of the Contractual Agreement, this Section 10 controls with respect to NCOALink processing. For purposes of this Section, a "Mailing List" is a list, system, group, or collection of at least 100 unique names and addresses used exclusively for addressing mailpieces to be posted with USPS for acceptance and delivery.

10.2 Processing Acknowledgement Form. Prior to any NCOALink processing, and once annually thereafter, Customer must complete, sign, and return to Melissa the USPS NCOALink Processing Acknowledgement Form ("PAF") provided by Melissa, and Melissa will provide Customer with a copy of the executed PAF together with the USPS Required Text Document. The PAF must be signed by the owner of the Mailing List being processed. Melissa will not perform NCOALink processing for Customer without a current, fully executed PAF on file. Customer represents that all information provided on each PAF is accurate and complete and agrees to notify Melissa promptly of any change.

10.3 Brokers, Agents, and List Administrators. Where Customer submits a Mailing List on behalf of a third-party list owner, the arrangement must be fully disclosed to Melissa and recorded on the applicable PAF. A broker, agent, or list administrator is not the Mailing List owner and has no authority to sign the PAF on the list owner's behalf; the list owner's signature is required, and the broker, agent, or list administrator must additionally sign the PAF in that capacity.

10.4 Use Restrictions. Customer shall use NCOALink processing results solely to update addresses on Customer's (or the disclosed list owner's) pre-existing Mailing Lists for the preparation of mailpieces to be deposited with USPS for delivery. Without limiting the foregoing, Customer shall not: (a) use NCOALink processing, or any information received from or through it, to compile or maintain any list or collection of new movers, histories of address changes, or lists or histories of residents, or to create any product, database, or collection of information based on such information, for the purpose of renting, selling, transferring, disclosing, or otherwise providing it to any entity unrelated to Customer; (b) rent, sell, transfer, disclose, make available, or otherwise provide, in whole or in part, any Mailing List containing both old and corresponding updated address records, or any product or system that can be used to link old and updated address records, to any individual or entity; (c) use or transfer updated addresses except for Customer's own organizational purposes in connection with individuals or entities with whom Customer has or has had a business relationship; or (d) use NCOALink processing results outside the United States, its territories, and possessions.

10.5 Privacy Act. Customer acknowledges that NCOALink is derived from the USPS National Change of Address system, which is a system of records under the Privacy Act of 1974, 5 U.S.C. § 552a, and that the address information is further protected by 39 U.S.C. § 412. Customer shall comply with the applicable requirements of the Privacy Act while such information is in its custody, including the prohibition against disclosure or use of the information for any purpose other than to update addresses on pre-existing Mailing Lists, and Customer acknowledges that willful disclosure in violation of the Privacy Act may be subject to criminal penalties.

10.6 Records and Audit. Melissa is required by USPS to retain executed PAFs and related customer information for at least six (6) years, and processing and service logs for at least five (5) years, and to make them available for USPS review. Customer consents to such retention and review and shall reasonably cooperate with any USPS inspection or audit relating to Customer's PAFs or Customer's use of NCOALink processing results.

10.7 USPS License Actions. Melissa's performance of NCOALink processing is contingent on Melissa's USPS license remaining in effect. Any suspension, modification, or termination of that license by USPS, or any USPS-directed cessation of processing, is not a breach of the Contractual Agreement by Melissa. If Melissa becomes unable to perform NCOALink processing for such reasons, Customer's sole and exclusive remedy is a refund or credit of prepaid fees for NCOALink services not yet performed.

11. Confidentiality

11.1 "Confidential Information" means all oral, written, electronic, or documentary information disclosed prior to or after execution of the Contractual Agreement about or belonging to the other party that: (i) is marked or designated as confidential at the time of disclosure; (ii) is non-public or sensitive information that the disclosing party should reasonably consider a trade secret or otherwise confidential, including marketing philosophy, strategies, techniques, and objectives; advertising and promotional copy; competitive advantages and disadvantages; financial results; technological developments; customer lists; account information, profiles, demographics, and non-public personal information; and research and development efforts; or (iii) constitutes Customer Data, including Input Data and Output Data.

11.2 Melissa and Customer covenant to maintain secrecy regarding Confidential Information of the other party. This confidentiality obligation will survive the expiration of the contractual relationship. Confidential Information is excluded from this obligation if and when such information:

- (a) Was verifiably known to the recipient at the time of the conclusion of the agreement or was subsequently disclosed to the recipient by a third party not under an obligation of confidentiality;
- (b) Was in the public domain at the time of the conclusion of the agreement or entered the public domain thereafter through no improper action or inaction of the recipient;
- (c) Must be disclosed pursuant to legal obligations or upon the order of a court or government authority. Insofar as possible and lawful, the recipient obligated to disclose information will notify the other party in advance and give the other party the opportunity to take measures to hinder the disclosure;
- (d) Was independently developed by the recipient without use of or reference to the other party's Confidential Information;
- (e) Was approved by the disclosing party in writing for release by the recipient; or
- (f) Constitutes feedback provided by Customer to Melissa regarding the Service Bureau Services.

11.3 Each party may use the other party's Confidential Information solely for the following purposes: (i) performing its obligations under the Contractual Agreement; (ii) exercising its rights under the Contractual Agreement; (iii) evaluating or engaging in discussions regarding current or potential business relationships between the parties; or (iv) such other purposes as the disclosing party approves in writing.

11.4 The confidentiality obligations set forth in this Section 11 shall survive the expiration or termination of the Contractual Agreement for as long as the information qualifies as Confidential Information or is subject to trade secret protection. Upon termination or expiration of the Contractual Agreement, the recipient shall, upon request

by the discloser, promptly return or destroy all Confidential Information of the discloser in its possession; provided, however, that the recipient may retain (i) one copy of the Confidential Information in secure legal archives solely for compliance demonstration purposes, and (ii) Confidential Information contained in automatic computer back-up archiving systems for the normal storage period of such systems. Any Confidential Information retained pursuant to the foregoing exceptions shall remain subject to the confidentiality obligations of this Section 11. Customer files are additionally subject to the deletion and retention provisions of Sections 9.1 and 10.6, which control with respect to such files.

12. Term of Agreement; Termination

12.1 Unless specified otherwise in the applicable Purchase Agreement, the business relationship between Melissa and Customer commences on the date the Contractual Agreement between the parties is formed ("Effective Date") and shall continue: (i) for the duration of the services engagement or project completion as defined in the Purchase Agreement; or (ii) if no such duration is defined or if the services are provided on a subscription basis, for a period of twelve (12) months from the Effective Date ("Term"). Where services are provided on a subscription basis and the Purchase Agreement provides for automatic renewal, at the conclusion of the Term the Contractual Agreement shall be automatically renewed for an additional Term of twelve (12) months, unless one party gives notice of termination of the contractual relationship at least 60 days before the end of the then-current Term. Any additional Term shall be subject to Section 7 of these T&C, and shall be governed by the latest version of the Melissa Terms and Conditions. Project-based engagements do not renew automatically.

12.2 The above provision is without prejudice to the right to terminate the agreement for good cause. Good cause includes in particular, but is not limited to, the following: (a) the culpable breach of material contractual obligations if and when, despite a warning, remedial action is not taken within a reasonable period; (b) technical hindrances that were not foreseeable when the Contractual Agreement was concluded, and make it impossible to continue the services.

12.3 Notices of termination are not binding on the parties unless submitted in writing (e.g., email).

12.4 Effect of Termination. Upon expiration or termination of the Contractual Agreement: (a) jobs for which processing has commenced will, at Melissa's option, be completed and invoiced or terminated with fees due for work performed through the effective date; (b) Customer files will be deleted in accordance with Section 9.1; and (c) records subject to Section 10.6 will be retained as required by USPS.

12.5 Survival. The Definitions and Sections 4.2, 4.3, 4.5, 5, 6, 7 (with respect to accrued payment obligations), 8, 9, 10 (with respect to use restrictions, records, and Privacy Act obligations), 11, 12.4, and 14 shall survive any expiration or termination of the Contractual Agreement.

13. Amendments

13.1 Melissa may update these T&C from time to time. Melissa will notify Customer of material changes to the T&C. Updated T&C become effective upon the commencement of the next renewal Term or, for project-based engagements, upon the next Purchase Agreement; provided, however, that Melissa may make updates effective during a then-current Term upon 30 days' written notice where the update is reasonably necessary to: (a) comply with applicable law, regulation, a court or regulatory determination, or the requirements of Melissa's data licensors (including USPS); (b) address security, fraud, abuse, or acceptable use risks; or (c) reflect modifications to the Service Bureau Services, provided that updates under this clause (c) do not increase the fees payable during the then-current Term or materially reduce the core scope of the contracted services. If an update made effective mid-Term under clause (c) materially and adversely affects Customer, Customer may, as its sole and exclusive remedy, terminate the

affected Purchase Agreement upon written notice within 30 days after Melissa's notice of the update. Customer's continued use of the Service Bureau Services after the effective date of updated T&C constitutes acceptance of the updated T&C.

13.2 Other amendments to the Contractual Agreement by mutual assent of Melissa and Customer shall be valid only if made in writing.

14. Governing Law; Dispute Resolution; Final Provisions

14.1 The laws of the State of California, without regard to its conflicts of law principles, shall govern all disputes, including tort claims, arising out of or relating to the Contractual Agreement and business relationship between Melissa and Customer. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Arbitration; Class Action Waiver. Except as provided in Section 14.3, any dispute, claim, or controversy arising out of or relating to the Contractual Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by final and binding arbitration administered by JAMS in Orange County, California, before a single arbitrator, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect. The Federal Arbitration Act governs the interpretation and enforcement of this Section 14.2. Judgment on the arbitration award may be entered in any court of competent jurisdiction. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PARTY. If the foregoing class action waiver is found to be unenforceable with respect to a particular claim or dispute, then this Section 14.2 shall be null and void as to that claim or dispute, which shall instead be resolved pursuant to Section 14.3.

14.3 Notwithstanding Section 14.2: (a) either party may seek temporary or preliminary injunctive or other equitable relief in the federal or state courts located in Orange County, California, USA; (b) Melissa may bring an action in such courts for claims arising from Customer's infringement or misuse of Melissa's intellectual property or breach of Customer's confidentiality obligations; and (c) Melissa may pursue collection of any fees that are undisputed, or that are conclusively deemed undisputed pursuant to Section 7.5, in any court of competent jurisdiction (including small claims court), and no dispute lodged by Customer after the period specified in Section 7.5 shall require any such collection action to proceed in arbitration. For any judicial proceeding permitted under this Section, the parties consent to the personal and exclusive jurisdiction of, and exclusive venue in, the federal or state courts located in Orange County, California, USA.

14.4 Order of Precedence. The entire agreement forming the business relationship between Melissa and Customer shall be governed by these T&C, the applicable Purchase Agreement, and any other relevant documentation (e.g., data privacy addendums). In the event of conflict: (a) the applicable DPA, if executed, controls with respect to the processing of Personal Data on behalf of Customer; (b) the applicable Purchase Agreement controls solely with respect to the products and services ordered, quantities, fees, service start date, and payment terms; and (c) these T&C control in all other respects. No Purchase Agreement or other ordering document may modify these T&C unless it expressly identifies the provision being modified and is signed by an authorized officer of Melissa.

14.5 Entire Agreement. The documents identified in Section 14.4 constitute the entire agreement between the parties with respect to their subject matter and supersede all prior and contemporaneous agreements, proposals, representations, and communications, whether written or oral, relating thereto. Customer acknowledges that it has not relied on any representation not expressly set forth in the Contractual Agreement.

14.6 Severability. Should any provision, in whole or in part, be legally invalid or become legally invalid at a later date, the validity of the remaining provisions will not be affected. The above provision applies mutatis mutandis in the event of an omission in the provisions.

14.7 Notices. Legal notices under the Contractual Agreement must be in writing and delivered: (a) to Melissa, at its principal place of business set forth in Section 1.1, Attention: Legal Department; and (b) to Customer, at the postal or email address associated with Customer's account. Notices are deemed given upon receipt or, for email, upon transmission absent a delivery failure notification. Operational and billing communications may be provided by email.

14.8 Export Compliance. Customer shall comply with all applicable export control and economic sanctions laws and regulations, including the U.S. Export Administration Regulations and the regulations administered by the U.S. Office of Foreign Assets Control (OFAC), and shall not use or permit use of the Service Bureau Services or Output Data in violation of such laws.

14.9 Attorneys' Fees; Collections. In any action or proceeding to enforce rights under the Contractual Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. In addition, Melissa shall be entitled to recover its costs of collection, including reasonable attorneys' fees, incurred in collecting any overdue amounts.

14.10 Assignment by Melissa; No Waiver; Relationship. Melissa may assign the Contractual Agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. No failure or delay by either party in exercising any right under the Contractual Agreement constitutes a waiver of that right. The parties are independent contractors; the Contractual Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship.

15. Equal Opportunity Employer

Melissa represents that it is an Equal Opportunity Employer abiding by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

16. Employee Notice Clause

Melissa represents that it posts the required employee notice as described in 29 CFR part 471, appendix A to subpart A, which is incorporated herein by reference.