

## Data Products

### General Terms & Conditions

### SUMMARY

By purchasing a Data Product from Melissa, you have agreed to Melissa's General Terms & Conditions beginning on page 2. This page is intended as a brief *summary of those terms only* and does not constitute the Terms & Conditions, nor is it intended as legal advice. If you have specific questions or concerns about this summary or the General Terms & Conditions that follow, please consult with your legal counsel or contact Melissa directly for clarification.

- **Effective Date:** These Terms and Conditions are effective as of the date you approve the Invoice OR the date you receive the data product, whichever comes first.
- **Payment:** You must submit payment under the terms of the Invoice prior to receiving the Data Product(s).
- **One-Time Use:** Melissa is granting you or your end user a limited, non-exclusive, and non-transferable license to incorporate and use the selected Data Product(s) for your marketing purposes only. This is for one-time use only unless multiple usage was purchased at time of the Invoice, or if otherwise authorized by Melissa in writing.
- **Unauthorized Use:** Prohibited uses of the Data Product(s) are enumerated in the Terms and Conditions and include (but are not limited to): assigning or transferring the list without express authorization; combining the list with your own database or information from a third party; enhancing the list with modeling, analytics, or data appends; obtaining or granting any right of ownership; or using the Data Product to determine consumer creditworthiness.
- **Do Not Mail List:** You must maintain your own "Do Not Mail" list, which involves suppressing the addresses of consumers who have expressed a desire not to receive mail from your company.

## Data Products

### General Terms & Conditions

These General Terms and Conditions (“T&C”) govern the business relationship between Melissa Data Corporation (“Melissa” or “Licensor”) and the “Customer” (or “Licensee”), the legal entity or individual who accepts an Invoice for the purchase or rental of Melissa’s Data Products. Melissa and Customer may be referred to individually as a “Party” and collectively as the “Parties.” An “Invoice” is any document that sets forth the Data Product(s) to be provided to Customer by Melissa and the terms of sale or rental of the data. The “Data Products” are the various data lists that are offered by Melissa, including Occupant Data, Property Data, Consumer Data, Business Data, New Movers Data, and New Homeowners Data. Additional terms that are specific to each Data Product are included herein as Appendix A.

**1. Scope.** The business relationship between Melissa and Customer is governed solely and exclusively by these T&C and any information contained in the applicable Invoice. Deviating terms and conditions from Customer or third parties will not be accepted unless Melissa expressly agrees to their application in writing.

**2. Effective Date & Term of License.** Unless otherwise specified, these T&C become effective as of the date Customer approves the Invoice OR the date Customer receives the data product, whichever comes first (the “Effective Date”), and shall continue until full satisfaction or termination of the Invoice (the “Term”).

**3. Use License.** Subject to these T&C, Melissa hereby grants Customer a limited, non-exclusive, and non-transferable license to incorporate and use the selected Data Products for Customer’s internal purposes only. Customer may not resell, redistribute, or otherwise make the Data Products available to third parties, neither in whole nor in part. This license is for one-time use only. Customer agrees to pay the full multiple use charge, as determined by Melissa, if the list is used or duplicated beyond the agreed-upon terms in the Invoice.

**4. License Fees.** Prior to receipt of any Data Product(s), Customer shall pay to Melissa the fees as specified in the applicable Invoice(s). If payment of fees cannot be completed prior to the receipt of the Data Product(s), Licensee must pay all fees within ten (10) days of receiving the data. If the data is provided in multiple downloads, the fees must be paid within ten (10) days of the first download.

**5. Prohibited Uses.** Customer is expressly prohibited from engaging in the following actions or uses of the Data Product(s):

- a. Commingling the Data Product with its own database or information from a third party;
- b. Using or permitting use of the Data Product to “benchmark” it against files offered by other suppliers for third party use;
- c. Voluntarily producing any of the Data Product in any legal proceeding;
- d. Enhancing the Data Product with modeling or analytics or data appends from Customer’s database to the Data Product;
- e. Selectively returning individual addresses or components;
- f. Obtaining or granting any right of ownership;
- g. Assigning, leasing, or transferring the Data Product or any portion of it in any manner not expressly authorized by these T&C and any attempt to do so shall be void;
- h. Performing any type of address, street, street number or lookup or directory assistance type of applications;

- i. Seeking information relating to neighbors of a particular name or address; and
- j. Using the Data Product for any modeling and/or analytic application.

In addition, under no circumstances shall the Data Product be used in the following manner:

- a. To advertise, sell, or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; adult films, recordings, or magazines; weapons; credit repair services or other illegal or illicit activities; nor
- b. For the modeling of, or determination of, consumer creditworthiness, consumer credit approval, a consumer's eligibility for employment or insurance; nor
- c. For any other purpose of whatsoever kind or nature covered by the federal Fair Credit Reporting Act (15 U.S.C. sec. 1681 *et seq.*) or any similar state and local laws, statutes, rules, and regulations; nor
- d. For any purpose that is in direct violation of the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Sec. 6801 *et seq.*) or any other similar state and local statutes, rules, and regulations.

**6. 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.

**7. Intellectual Property.** Customer acknowledges that Melissa has the exclusive right, title, and interest of the Data Products in the trademarks, trade names, and other proprietary rights ("Trademark Rights") and agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which in any way impairs or tends to impair such exclusive right, title or interest in any Trademark Rights and the goodwill symbolized by it.

Customer agrees that irreparable harm can be occasioned to Melissa by the unauthorized disclosure, reproduction, or use of the Data Product and that monetary damages will be inadequate to compensate for such breach and that Melissa shall be entitled to injunctive relief, including temporary or preliminary relief. This remedy shall be in addition to any other remedies available.

**8. Ownership of Product.** Customer acknowledges that the Data Products licensed under the Invoice are proprietary to Melissa and contain information of substantial value. Except as provided in the Invoice or these T&C, Customer shall hold such information confidential and not permit other third parties to use the Data Product and information contained within in any way, commercially or otherwise, and shall not allow any unauthorized person or persons access to it either before or after termination of the Invoice without the prior written consent of Licensor. Customer acknowledges and agrees that it owes a duty of good faith and loyalty to Melissa and, in connection therewith, shall not undertake to develop or to have developed a product based on or directly competitive with the product licensed under the the Invoice.

**9. Confidentiality.** Confidential Information means all oral, written, electronic or documentary information disclosed prior to or after execution of the Invoice about or belonging to the other, including but not limited to marketing philosophy, strategies (including tax mitigation strategies), techniques, and objectives; advertising and promotional copy; competitive advantages and disadvantages; financial results; technological developments; loan evaluation programs; customer lists; account information, profiles, demographics and non-public personal information; credit scoring criteria, formulas and programs; research and development efforts; any investor, financial, commercial, technical or scientific information (including, but not limited to, patents, copyrights, trademarks, service marks, trade names and dress, and applications relating to same, trade secrets, software, code, inventions, know-how and similar

information) and any and all other business information (hereinafter “Confidential Information”).

The Parties agree that during the Term of the Invoice and thereafter, Confidential Information is to be used solely in connection with satisfying their obligations pursuant to this Agreement, and that a Party shall neither disclose Confidential Information to any third party, nor use Confidential Information for its own benefit, except as may be necessary to perform its obligations pursuant to the Invoice or as expressly authorized in writing by the other Party, as the case may be.

Neither Party shall disclose any Confidential Information to any other persons or entities, except on a “need to know” basis and then only: (i) to their own employees and Agents (as defined below); (ii) to their own accountants and legal representatives; or (iii) to their own affiliates, provided that such affiliates shall be restricted in use and redisclosure of the Confidential Information to the same extent as the Parties hereto. “Agents” mean each of the Parties’ advisors, directors, officers, employees, contractors, consultants, or affiliated entities (i.e., an entity controlling, controlled by, or under common control with a Party). If and to the extent any Agent of the recipient receives Confidential Information, such recipient Party shall be responsible for such Agent’s full compliance with the Invoice and these T&C and shall be liable for any such Agent’s non-compliance.

**10. Disclaimer of Partnership and Agency.** Nothing in the Invoice or these T&C shall be construed as creating the relationship of principal and agent, partnership, joint venture, or any other form of legal association, which would impose liability upon one Party for the act or failure to act of the other Party.

**11. Limited Warranty.** The Data Products are licensed by Melissa on an “AS IS” basis. Melissa warrants that the address information on the Data Products corresponds to Melissa’s database at its most recent update. However, apart from this specific warranty, Melissa makes no other express, general, limited, or implied warranties regarding the Data Products, including but not limited to warranties of merchantability and fitness for a particular purpose.

**12. Compliance with Laws.** Customer shall not use the Data Products in a manner that violates any international, federal, state, and local laws, including, without limitation, The Telephone Consumer Protection Act (TCPA) of 1991, (landline and mobile telephone); the CAN-SPAM ACT OF 2003 (business and residential email); the Junk Fax Prevention Act of 2005; the Children’s Online Privacy Protection Act of 1998 (COPPA); the California Consumer Privacy Act of 2018 (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA); all other state-specific data privacy laws as applicable; the General Data Protection Regulation and any other rules or regulations from the Federal Communications Commission (FCC) and the Federal Trade Commission (FTC). Customer also shall not use the Data Products in a manner that violates the rights of any third party. Any violations of such law or regulation, or any other legal liability based on misuse of the Data Products, shall be subject to the Indemnification Section of these T&C.

**13. Limitation on Damages.** In no event will Melissa be liable for any costs of procurement of substitute products or services, loss of profits, loss of information or data, or any other direct, indirect, special, consequential, punitive, or incidental damages arising in any way out of the use of any Melissa’s Data Products or associated services. In the event the data is defective, Customer’s sole remedy is to request a non-defective copy of the Data Products. In addition, the extent of Melissa’s possible liability for any damages whether in contract or tort shall not exceed the fees paid by the Licensee.

**14. Indemnification.** Customer agrees to release, indemnify, defend and hold harmless the Licensor and any of its contractors, agents, employees, officers, directors, shareholders, assigns and affiliates from all liabilities, claims, damages, costs and expenses, including reasonable attorney’s fees and expenses, of

third parties relating to or arising out of Licensee's use or misuse of the Property and Consumer database and related services, Licensee's breach of the Invoice or these T&C, or Licensee's infringement upon any Intellectual Property or other proprietary right of any person or entity. The terms of this paragraph will survive any termination or cancellation of the Invoice.

**15. Governing Law.** The laws of the State of California shall govern the validity, construction and performance of the Invoice and these T&C as that law is applied between California residents. Patent, copyright and U.S. trademark rights in the goods and services, which are the subject of this Agreement, shall be governed by United States patent, copyright and trademark law. The parties hereby agree that any suit to enforce any provision of the Invoice or these T&C, or arising out of or based upon the Invoice or the business relationship between Licensor and Licensee, shall be brought the United States District Court for the Central District of California or in the Superior or Municipal Courts of Orange County, California, providing that the court selected shall have jurisdiction of the subject matter of the action and of the parties. Each Party hereby agrees that such courts shall have *in personam* jurisdiction with respect to such Party, and each Party hereby submits to the *in personam* jurisdiction of such courts.

**16. Waiver.** No waiver of any of these T&C provisions shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**17. Severability.** If any provision of the Invoice or these T&C is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, said provision shall be deemed severed and deleted and neither such provision, its severance, nor deletion shall affect the validity of the remaining provisions of the Invoice and these T&C.

**18. Notices.** Any notices required or permitted hereunder shall be in writing and given to the appropriate Party at the physical or email address specified in the Invoice or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon receipt by the appropriate Party hereto at the appropriate email address or, if sent by U.S. mail, three days after the date of mailing.

**19. Audit.** Upon reasonable notice Licensee, during the Term of the Invoice and these T&C, and for one (1) year after the termination of these T&C, Melissa may audit, at its own expense, during Licensee's business hours, any and all business records in Licensee's possession or control that directly relate to the Data Products and any payments made or amounts due to Licensor under the terms of the Invoice.

**20. Script Retention and Review.** Customer is required to retain two (2) copies of each mail or email piece and/or telemarketing script used with the licensed data for at least twelve (12) months after the mail drop date or telemarketing script use. If requested by Melissa during this period, Customer must promptly provide the requested copies.

**21. 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.

**22. 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.

## Appendix A

### **Additional Terms Applicable to Each Data Product**

#### Occupant Data Product

The Customer is informed that modifying the provided data may impact postage rates. The data in the list has undergone CDS Certification, and a certification document can be obtained with the order data. Attempting to re-CDS certify the data may render certain records undeliverable and could result in the loss of postage discounts.

#### Business Data Product

No additional terms.

#### Consumer Data Product

No additional terms.

#### Property Data Product

No additional terms.

#### New Movers Data Product

No additional terms.

#### New Homeowners Data Product

No additional terms.