

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, any related Service Level Agreements, 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".

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.

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 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.

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

Purchase Agreement refers to the mutually executed document 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.

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 is the timeframe under which the entire Contractual Agreement is in force.

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.

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.

3. Conclusion of agreement

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 the Customer accepts the Purchase Agreement and T&C.

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.

Unauthorized Use: Prohibited uses of the Output Data include (but are not limited to): assigning, leasing, or transferring the Output Data or any portion of it in any manner not expressly authorized by these T&C, and any attempt to do so shall be void. Furthermore, the Output Data shall not be used for any purpose 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.

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, indemnify and hold Melissa harmless from and against any and all costs and damages.

In the event of a legal dispute, Customer will bear any and all necessary expenses related to the dispute. 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 of a merger or acquisition involving Customer is deemed by Melissa to be its direct business competitor, Melissa reserves the right to preclude any renegotiation of new Contractual Agreements, and all prior Contractual Agreements between Melissa and Customer may be declared null and void by Melissa.

5. Granting of rights/Violation of granted rights/Contract penalty

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:

- Enhancing the Output Data with modeling or analytics or data appends from Customer's database.
- Obtaining or granting any right of ownership.
- Using the Output Data to determine consumer creditworthiness, consumer credit approval, a consumer's eligibility for employment or insurance.
- Using the Output Data 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.

5.3.

In the event Customer violates any provisions of the Contractual Agreement, Melissa may exercise its option to terminate the Contractual Agreement, or suspend access/delivery of services. Unless otherwise specified, Customer shall be entitled to fourteen (14) days to cure any deficiency outlined in the prior written notification, before Melissa exercises its option to terminate the Contractual Agreement.

5.4.

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

6. Prices/Terms and conditions of payment

6.1.

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

6.2.

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

6.3.

Payment of fees may be based on a Prepaid remuneration model.

6.4.

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. Melissa reserves the right to preclude specific payment methods.

6.5.

The Melissa price list for products and services shall be subject to periodic updates and changes.

7. Defects and liability

7.1.

Melissa's warranty does not cover any damage or loss and/or disruptions caused by Customer's culpable violation of the provisions of these T&C.

7.2.

The Service Bureau Services and the resulting Output Data are licensed/provided by Melissa on an "AS IS" basis. Melissa makes no other express, general, limited, or implied warranties regarding the Output Data or the Service Bureau Services, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

7.3.

Melissa is not liable for damage or loss caused by force majeure or similar events, including, but not limited to, strikes, government orders, pandemics, the failure of telecommunications networks or gateways of other operators, as well as, disruptions in the purview of other telecommunications or service providers.

7.4.

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 Service Bureau Services or resulting Output Data.

7.5.

Limitation on Liability: Melissa's total cumulative liability for any claims, including lawsuits, torts, third-party claims, or government actions, arising out of or related to this Contractual Agreement, shall be limited to the total fees actually paid by Customer to Melissa under the applicable Purchase Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. Any more extensive liability of Melissa is precluded.

The liability limitations above apply as well to the personal liability of employees, authorized representatives, officers, and directors of Melissa.

8. Data protection/Indemnification

8.1.

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 the 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.

8.2.

The parties covenant to comply with all applicable data protection and data privacy laws and regulations, including, but not limited to the European General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and Health Insurance Portability and Accountability Act (HIPAA)/Health Information Technology for Economic and Clinical Health Act (HITECH Act). Databases that are used to optimize or correct addresses may be subject to separate data protection provisions. Melissa and Customer may execute additional addendum agreements to ensure specific compliance with applicable laws and regulations.

8.3.

When using Melissa Service Bureau services, Customer is obligated to implement appropriate technical and organizational measures, in particular state-of-the-art encryption methods, for the protection of personal data.

In particular, Customer is also obligated to back up the input data transmitted to Melissa regularly and as appropriate to the risk, so that the recovery of any lost input data can be assured. Melissa assumes no obligation to maintain such back ups on behalf of Customer.

8.4.

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. 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. Secrecy/Confidentiality

9.1.

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.

9.2.

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 either party by a third party; (b) Was in the public domain at the time of the conclusion of the agreement or entered the public domain thereafter; (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.

9.3.

"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, including but not limited to 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; research and development efforts; and any and all other business information.

9.4.

Confidential Information is to be used solely in connection with satisfying the obligations pursuant to this Agreement. Neither Party shall 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 Purchase Agreement or as expressly authorized in writing.

10. Term of agreement/Termination

10.1.

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").

10.2.

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.

10.3.

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

11. Reservation of right of amendment

11.1.

Melissa reserves the right to amend unilaterally these T&C if and when it is objectively justified. Changes are objectively justified if and when, for instance, there is a change in the legal or statutory situation (e.g., a court declares a clause invalid) or if and when unforeseeable changes that are not caused by Melissa and over which Melissa has no control disrupt the balanced relationship existing at the time of conclusion of the Contractual Agreement to more than a minor extent. The prerequisite for any change is always that it is reasonable for Customer and the business relationship.

11.2.

Customer will be notified of changes to the T&C. Any such changes will be deemed accepted if Customer has not submitted a written objection to the application of the amended T&C in writing to Melissa within 30 days from notice of changes.

11.3.

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

12. Final provisions

12.1.

Disputes related to the Contractual Agreement between Melissa and Customer shall be resolved exclusively in the federal or state courts of Orange County, California, USA, and Melissa and Customer consent to personal jurisdiction in those courts. The laws of the State of California shall govern all disputes arising out of or relating to the Contractual Agreement and business relationship between Melissa and Customer.

12.2.

The entire agreement forming the business relationship between Melissa and Customer shall be governed by these Terms and Conditions, the applicable Purchase Agreement, any related Service Level Agreements, and any other relevant documentation (e.g. data privacy addendums).

12.3.

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.

13. 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.

14. 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.