INFORMATION ITEM #2a
Experian Credit Monitoring/Protection Contract Update
(Pearson/Schulz)

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: Experian Credit Monitoring/Protection Contract

SUBMITTED BY: Stacy Pearson, Vice President, Finance & Administration

BACKGROUND INFORMATION:

On April 21, 2017, WSU learned that a locked safe containing a hard drive had been stolen from the Social & Economic Sciences Research Center (SESRC). On April 26, WSU confirmed that the stolen hard drive contained personally identifiable information (PII) and, as a result, retained a computer forensics firm to assist in the investigation. WSU subsequently provided written notification to potentially affected individuals in accordance with state law.

In the notification letter, WSU offered potentially affected individuals a free one-year membership in credit monitoring and identity theft protection services from Experian.

President Schulz has contractual authority of $2,500,000 and authority to sign time-sensitive contracts above this amount provided he consults with the Chair of the Board and presents the contract as an information item at the next regularly scheduled Regents’ meeting. The cost of the Experian contract potentially exceeded President Schulz’s contractual authority, depending on the number of affected individuals who signed up for credit monitoring. Therefore, appropriate consultation and approval with Regent Baseler was received on June 6, 2017. Due to the time-sensitive nature of the contract, President Schulz signed the contract on June 6, 2017.

REFERENCE: Board of Regents Resolution #170127-543 dated January 27, 2017, Delegation of Authority to Approve Settlement Agreements and Time-Sensitive Contracts, as follows:

The Board of Regents hereby delegates authority to the President or designee to execute time-critical contracts and other instruments requiring action between scheduled Board meetings; PROVIDED, however, that when the total cost to WSU are estimated to exceed $2,500,000, the President consults with the Chair of the Board, or
Vice Chair if the Chair is unavailable, prior to the execution of such contract or instrument; and PROVIDED FURTHER, that the agreement or instrument is presented to an appropriate committee of the Board of Regents as an information item at the next regularly scheduled Board of Regents meeting.

ATTACHMENT: Attachment A - Beazley/Protection Products Order Form
ATTACHMENT A

BEAZLEY / PROTECTION PRODUCTS ORDER FORM

<table>
<thead>
<tr>
<th>Order Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Threshold Met: Yes ☑ No ☐ N/A ☐</td>
</tr>
<tr>
<td>FIG Program: Yes ☐ No ☑</td>
</tr>
<tr>
<td>CECMP: Yes ☐ No ☑</td>
</tr>
<tr>
<td>Incident Description: BEAZL100002899371</td>
</tr>
<tr>
<td>Primary Consumer Product: ProtectMyID Alert 3B (online/offline enrollment and alerts)</td>
</tr>
<tr>
<td>Secondary Consumer Product: Family Secure (online enrollment and alerts)</td>
</tr>
<tr>
<td>Minimum Fee: 2%</td>
</tr>
<tr>
<td>Beazley Billing:</td>
</tr>
<tr>
<td>Contact: Michael Phillips</td>
</tr>
<tr>
<td>Billing Address: 1270 Avenue of the Americas, Suite 1200</td>
</tr>
<tr>
<td>City/State/Zip: New York, NY 10020</td>
</tr>
<tr>
<td>Billing Telephone: 917 344 3363</td>
</tr>
<tr>
<td>Billing Contact's E-mail address: <a href="mailto:Michael.Philips@beazley.com">Michael.Philips@beazley.com</a></td>
</tr>
</tbody>
</table>

Threshold Met: Yes ☑ No ☐ N/A ☐
FIG Program: Yes ☑ No ☐
CECMP: Yes ☑ No ☐
Client: Washington State University
State of Incorporation: WA
Address: PO Box 641031
City/State/Zip: Pullman, WA 99164-1031
Telephone: 509.335.2636
Fax Number: 509.335.1663
Primary Contact: Sherry Gordon
Primary Contact's E-mail address: sherryg@wsu.edu
Billing Contact: N/A
Billing Address:
City/State/Zip:
Billing Telephone:
Billing Contact's E-mail address:
Order Date: 06.05.2017
Enrollment End Date: 09.13.2017
Product Term (per Individual): One (1) Year
Total Number of Activation Codes: 165,761/882
Fee per Activation Code Redeemed is: $14.90/23.00
Total Fee Due: TBD - Minimum Fee Applies

This Protection Products Order (the “Order”) is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services (“CIC”), and the client listed above (“Client”, “You” or “Your”), and shall be effective as of the date of CIC’s acceptance and signature.

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Protection Products ("Products") are attached hereto as Attachment A Dated May 23, 2017 (“Terms and Conditions Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Client Services provided by CIC in accordance with the Terms and Conditions.

Client: Washington State University

Signature
Kirk H. Schulz
Printed Name
Kirk H. Schulz
President

ConsumerInfo.com, Inc., also known as Experian Consumer Services

DELIVERY OF ACTIVATION CODES BY CIC TO CLIENT IS CONFIRMATION AND ACCEPTANCE OF THIS ORDER FORM ON BEHALF OF CIC

Recommended By: 4/01/17
Eric M. Rogers
Director, WSU Purchasing Services

v/2016.R.
ATTACHMENT A DATED MAY 23, 2017

RIDER I

PROTECTION PRODUCTS TERMS & CONDITIONS (R)
(ProtectMyID, Family Secure and Business Credit Advantage)

These Protection Products Terms and Conditions (the “Terms and Conditions”) are made by and between ConsumerInfo.com, Inc. ("CIC"), a California corporation, also known as Experian Consumer Services, and the party identified as "Client" in the Order Form ("Client"), and shall be effective as of the Order Date (as defined in the Order Form). CIC and Client are sometimes referred to herein as a "Party" and collectively as the "Parties." The Order Form signed by Client, which explicitly references the URL where these Terms and Conditions are viewable, is made a material part of these Terms and Conditions and is incorporated herein by this reference.

RECITALS

WHEREAS, Client maintains personal and other sensitive information on certain individuals;

WHEREAS, CIC, directly and through one or more third-party providers, provides certain credit monitoring, identity protection and other related products and services; and

WHEREAS, Client desires for CIC to make available certain of CIC’s products and/or services to certain Individuals (as defined below) identified by Client with respect to whom Client maintains personal and other sensitive information.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms herein shall have the meanings set forth in the Order Form, or, if not set forth therein, as defined elsewhere in these Terms and Conditions. The following terms shall have the following meanings ascribed to them:

   1.1 "Activation Code" means a unique, single use code with respect to each Individual that allows such Individual to enroll for and receive the Consumer Product. Each Individual may only redeem his/her Activation Code for only one applicable Consumer Product.

   1.2 "Affiliates" means any entity controlled by, under common control with or that controls the applicable Party, where "control" means ownership of fifty percent (50%) or more of the ownership interest of an entity.

   1.3 "Consumer Product(s)" means those products and services provided by CIC hereunder, as selected by Client and set forth in an Order Form and further described in Exhibit A.

   1.4 "Consumer Product Website" is the web site built, hosted and maintained by CIC where each Individual may enroll for the applicable Consumer Product during the Enrollment Period. If Client requires a custom or unique website, such website shall be referred to as a "Custom Consumer Product Website."

   1.5 "Enrollment Period" means the period commencing on the date stipulated in the Order Form and ending on the Enrollment End Date as set forth in an Order Form whereby Individuals may redeem their Activation Code and receive the Consumer Product.

   1.6 "Individual" means any individual for whom Client maintains personal and other sensitive information.

   1.7 "Law" means any rules, laws, statutes, regulations or judgments, orders or decrees imposed by any governmental entity.

   1.8 "Notification Letter" means the communication further defined within the Protection Program Terms which notifies Individuals of the availability of Consumer Products and/or Supplemental Client Services;


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1.9 "Order Form" means and order document which (i) is completed and signed by an authorized representative of Client for the delivery of Consumer Products and/or Supplemental Client Services and, (ii) incorporates these Terms and Conditions by reference.

1.10 "Product Term" means the period set forth in an Order Form commencing on the date an Individual completes enrollment for the Consumer Product, which may occur at any time during the Enrollment Period.

1.11 "Supplemental Client Services" means those services provided by CIC hereunder, as selected by Client and set forth in an Order Form and further described in Exhibit C.

PROVISION OF PROTECTION PRODUCTS

CIC hereby agrees to provide to Client the number of Activation Codes set forth in an Order Form for the purpose of Client providing such Activation Codes to Individuals. When ordering Activation Codes, Client shall order a number of Activation Codes at least equal to the number of notifications that it intends to provide to Individuals pursuant to the Protection Program Terms. Client shall assign an Activation Code to each Individual and upon each Individual redeeming an Activation Code and completing the required enrollment, CIC shall provide to such Individual the selected Consumer Product for the Product Term. The Activation Codes may be redeemed by Individuals only during the Enrollment Period, and such Activation Codes will expire at the end of such Enrollment Period. Client may not distribute any Activation Codes thereafter. The delivery of Activation Codes and Supplemental Client Services to Client and the provision of the Consumer Products to Individuals are subject to the applicable Protection Program Terms, attached hereto as Exhibit B to these Terms and Conditions.

3. FEES & EXCLUSIVITY

3.1 Fees. Client agrees to pay CIC the Fee per Activation Code Redeemed set forth in the Order Form for each Activation Code redeemed by Individuals during the Enrollment Period (the "Fee"). CIC will invoice the Fee to Client on a monthly basis for all Activation Codes redeemed by Individuals during the prior thirty (30) calendar days and Client agrees to pay the Fee within thirty (30) days from the date of such invoice. If Client does not make full payment of the Fee within thirty (30) days from the date of receipt an invoice CIC, may immediately (a) deactivate the Activation Codes and cease further performance under these Terms and Conditions until such Fee is paid in full by Client, or (b) terminate these Terms and Conditions and the Individuals' enrollment of the Consumer Product. Interest shall accrue on any past due amounts at the rate of one percent (1.0%) per month. In addition, Client shall be liable to CIC for any costs incurred by CIC to collect unpaid amounts.

3.2 Fees Non-Refundable. All Order Forms submitted to CIC are non-cancellable and non-refundable and the Fees shall be due in full within the timeframes specified in Section 3.1. Client agrees to not waive any of its payment obligations and CIC shall not be obligated to refund any amount of the Fee already paid by Client on account of (a) any change to the facts or circumstances related to Clients submission of such Order Form, (b) Clients improper distribution of the Activation Codes (c) an Individual’s inability to receive all or a portion of the Consumer Product arising from such Individual’s failure to (i) successfully complete enrollment, or (ii) comply with any or all of the Third Party Companies’ terms and conditions and/or other requirements. Without limiting any remedies available to CIC, Client acknowledges that upon accepting an Order Form from Client CIC shall immediately begin to incur costs and expenses, for the purpose of performing CIC’s obligations with respect to that Order Form. Client acknowledges and agrees that Client is responsible to pay for the greater of (i) a minimum of ten percent (10%) of the total Activation Codes ordered by Client or (ii) the cost of one (1) Activation Code, unless otherwise mutually agreed to in an Order Form, and irrespective of the total number of Activation Codes finally redeemed. In the event more than ten percent (10%) of all Activation Codes ordered by Client are redeemed, then these redemptions will be credited towards the total owed by Client for all redemptions.

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3.3 **Taxes.** Client shall be responsible for, and shall promptly pay or reimburse CIC for the payment of, any sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are associated with the Consumer Products (other than taxes based on CIC’s net income).

3.4 **Exclusivity.** Unless otherwise mutually agreed to in an Order Form, during the Term Client agrees not to obtain credit monitoring or fraud protection products or services that are similar to the Consumer Products from any party other than CIC.

4 **REPRESENTATIONS AND WARRANTIES; DISCLAIMER AND LIMITATION OF LIABILITY; INDEMNIFICATION**

4.1 **Representations and Warranties by CIC.** CIC represents and warrants to Client that it (a) has the power and authority to enter into these Terms and Conditions and to perform its obligations hereunder; (b) will provide the Consumer Products in a manner consistent with the level of service provided to CIC’s general customer base for such Consumer Products; (c) will provide the Consumer Products and any other products and services provided under these Terms and Conditions in a professional manner; and (d) will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding Client or its Affiliates in any way other than as approved in writing in advance by the Client.

4.2 **Representations and Warranties by Client.** Client represents and warrants to CIC that (a) it has the power and authority to enter into these Terms and Conditions and to perform its obligations hereunder; (b) to the best of its knowledge, all information provided by Client to CIC is accurate in all material respects; (c) it will communicate with the Individuals in accordance with the Protection Program Terms such that each of its Individuals receive notification and one Activation Code; (d) by entering into these Terms and Conditions and performing hereunder, Client will not be violating or breaching any other contract, agreement, commitment, promise, understanding or arrangement; (e) it will not direct any Individual to contact CIC in any way or visit any Consumer Product Website prior to the Custom Consumer Product Website Launch Date (if applicable); (f) in the event Client places an order for 50,000 or more Activation Codes ("Large Incident"), Client will not communicate with Individuals regarding the availability and description of the Consumer Product any earlier than the date mutually agreed to by CIC and Client; and (g) it will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than a CIC approved Notification Letter or as otherwise approved in writing in advance by the CIC.

4.3 **DISCLAIMER AND LIMITATION OF LIABILITY.**

(a) Client hereby acknowledges and agrees that the Consumer Products are intended as ELECTIVE AND optional PRODUCT OFFERINGS that Client HAS ELECTED TO OFFER to ITS Individuals. Other than the warranties set forth under Section 4.1 all products provided BY CIC, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS pursuant to THESE TERMS AND CONDITIONS are so provided on an “AS IS” basis, AND CIC MAKES NO OTHER WARRANTIES UNDER THESE TERMS AND CONDITIONS. CIC FURTHER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES REGARDING THE CONSUMER PRODUCTS AND SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING CLIENT’S USE OF A CONSUMER PRODUCT IN AN EFFORT TO COMPLY WITH LAW. The Consumer Products are not intended TO, and CIC expressly disclaims any warranty or guarantee that they will, ENABLE Client TO comply with Law, mitigate damages (including, BUT NOT LIMITED TO THOSE related to a data breach) OR AVOID ANY OTHER CONSEQUENCES OF a Data breach or failure BY CLIENT to institute proper security measures. It is understood and agreed that CIC’s provision of products and/or services hereunder cannot substitute for the advice of an attorney.
(b) IN NO EVENT SHALL CIC BE LIABLE TO CLIENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST SALES, SUFFERED BY OR OTHERWISE COMPENSABLE TO CLIENT, ARISING OUT OF, UNDER OR RELATING TO THESE TERMS AND CONDITIONS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CIC’s AGGREGATE LIABILITY TO CLIENT AND/OR ITS AFFILIATES FOR DAMAGES (i) CONCERNING THE PERFORMANCE OR NON-PERFORMANCE BY CIC OF ITS OBLIGATIONS HEREUNDER, OR (ii) IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING THE PROVISION OF THE CONSUMER PRODUCTS, AND INCLUDING PURSUANT TO CIC’s INDEMNIFICATION OBLIGATIONS SET FORTH UNDER THESE TERMS AND CONDITIONS), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY CLIENT TO CIC UNDER THE APPLICABLE ORDER FORM.

4.4 Indemnification.

(a) Indemnification by Client. To the maximum extent permitted by applicable law, Client will indemnify, defend, and hold CIC, its Affiliates and parent companies, and their respective directors, officers, shareholders, employees and agents (collectively, the “CIC Indemnified Parties”), harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including by way of example only, CIC’s costs of responding to a subpoena in any cause of action where Client is a named party), including reasonable attorneys’ fees (collectively, “Damages”), which may be asserted against or incurred by CIC, its Affiliates, or any of the CIC Indemnified Parties, arising out of or resulting from (i) any claim related to Client’s data breach, including, but not limited to, a claim arising from any relationship between Client and Individuals (contractual, at Law or otherwise), Client’s failure to maintain security measures or comply with any Law (including any claim that the Consumer Products are inadequate for Client to comply with the same), (ii) Client’s misconduct or disregard of ordinary care in performing any of its obligations hereunder, or (iii) Client’s breach of any provisions of these Terms and Conditions.

(b) Indemnification by CIC. CIC will indemnify, defend, and hold Client and its directors, officers, shareholders and, agents (the “Client Indemnified Parties”) harmless from and against any and all Damages, which may be asserted against or incurred by Client or any of the Client Indemnified Parties, arising out of or resulting from: (i) any material breach of the End-User Terms and Conditions by CIC; (ii) any material breach of CIC’s obligations, representations or warranties under these Terms and Conditions; or (iii) any failure by CIC or Third Party Companies to comply with any applicable Law, including Law specific to the protection of Personal Information.

(c) Indemnification Procedures. In order for a Party seeking indemnification under these Terms and Conditions (the “Indemnified Party”) to be entitled to any such indemnification, the Indemnified Party must provide prompt written notice of the claim to the Party obligated to provide such indemnification (the “Indemnifying Party”). Such notice shall be no less than thirty (30) calendar days from the date the Indemnified Party knew or reasonably should have known of the claim. After receipt of such notice, the Indemnifying Party shall have the right to assume sole control over the defense, compromise or settlement of the claim at its expense; provided, however, that the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that provides for non-monetary relief without the consent of the Indemnified Party. The Indemnified Party may, at its sole option, and at its own expense, engage separate counsel to participate in (but not control) the defense, compromise or settlement of the claim. The Indemnified Party shall provide to the Indemnifying Party all information, assistance and authority reasonably requested in order to evaluate the claim and effect any defense, compromise or settlement thereof. If the Indemnifying Party chooses not to assume the
defense of the claim as provided herein, the Indemnified Party may defend, compromise or settle the claim in any manner it reasonably deems appropriate, provided that the Indemnifying Party shall remain responsible for paying the Indemnified Party’s reasonable legal fees and expenses incurred in defending, compromising or settling the claim.

CONFIDENTIAL INFORMATION

5.1 Definition and Obligations

(a) "Confidential Information" shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data, organizational records and cost structures, product descriptions, pricing information, and information about or from a party’s vendors or employees whether received before or after the date hereof that (i) is disclosed in a writing or other tangible form including, without limitation, by inspection of objects, graphics or designs, bearing a label or stamp identifying the information as secret, confidential or proprietary; (ii) is disclosed orally with a designation of such information as secret, confidential or proprietary prior to or during the oral disclosure and a subsequent reduction of such information to a writing labeled secret, confidential or proprietary and sent to the party to whom the disclosure was made within thirty (30) days after the oral disclosure; or (iii) would reasonably be deemed to be confidential, regardless of the manner in which it was furnished. The term "Confidential Information" shall also include (a) the fact that Confidential Information was made available, all discussions regarding these Terms and Conditions and any of the terms, conditions or other facts related to these Terms and Conditions (b) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Confidential Information; and (c) the content of these Terms and Conditions.

(b) "Personal Information" shall include all information conveyed directly by Client, its Affiliates or their respective agents to CIC and/or any Third Party Company in order to deliver the Consumer Products or Supplemental Client Services contemplated hereunder, and which contains information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, and any other information that is deemed to be nonpublic personal information or personally identifiable information under Title V of the Gramm-Leach-Bliley Act, or any other applicable Law. Personal Information is a subset of Confidential Information, and will be promptly destroyed after its use by CIC and/or any Third Party Company, at which time CIC’s obligations under this Section 5 shall cease.

(c) "Individual Information" means all information pertaining to an Individual obtained by CIC directly from such Individual, including without limitation, (a) through Individual enrollment for the Consumer Product or by such Individual visiting CIC’s website(s), or (b) through provision of the Consumer Product. All Individual Information is collected and used by CIC in accordance with the End-User Terms and Conditions (as defined in the Protection Program Terms) and the applicable CIC Privacy Policy, which is available for review by all Individuals prior to completing their enrollment in the Consumer Products. End-User Terms and Conditions and CIC Privacy Policies may be amended from time to time.

(d) Except as expressly provided below or with the disclosing party’s prior written consent, the receiving party agrees: (i) to hold all Confidential Information of the disclosing party in confidence, (ii) that it will not use any Confidential Information for purposes other than the performance of the Supplemental Client Services or provision of the Consumer Products, and (iii) Confidential Information shall be protected as required by Law. Both parties agree to comply with all Laws that are applicable to Personal Information.

5.2 Exceptions. With the exception of Personal Information, which shall be protected in all circumstances, it is understood and agreed that no information shall be deemed to be Confidential Information to the extent it: (i) is or becomes publicly available through
no fault of the receiving party; (ii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information as evidenced by tangible records kept by the receiving party in the ordinary course of business. A receiving party may disclose Confidential Information, Personal Information or Individual Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of Law; provided, however, that it shall (i) first notify the disclosing party of such request or requirement, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the disclosing party's consent to such disclosure, and (iii) permit the Disclosing Party to seek an appropriate protective order to prevent the disclosure, and the Receiving Party agrees to take any reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure. Nothing herein shall require a party to fail to honor a subpoena, court or administrative order, or any similar binding requirement on a timely basis.

5.3 Ownership; Return of Confidential Information. All Confidential Information and Personal Information submitted by Client to CIC for CIC to deliver the Consumer Product or Supplemental Client Services is and shall remain the property of Client. CIC shall have an obligation, upon Client’s written request, to either (i) return all of Client's Personal Information to Client in a format that is acceptable to Client or (ii) certify in writing that such Confidential Information (including but not limited to any Personal Information) has been destroyed. Individual Information shall remain at all times the property of CIC. CIC will also retain records and supporting documentation sufficient to document the products and services and the fees paid or payable by Client under these Terms and Conditions and provide them to Client upon Client's request.

6. TERM AND TERMINATION

6.1 Term. These Terms and Conditions shall commence upon the Order Date and shall expire at the end of the Enrollment Period (the “Term”); provided however, these Terms and Conditions will continue as stipulated herein for delivery of Consumer Product(s) in accordance with an active Order Form addendum between the Parties (pursuant to Section 14 of the Protection Program Terms). The Product Term will continue as stipulated herein for continued delivery of the Consumer Product to Individuals in accordance with and as may be required by the End-User Terms and Conditions. All Order Forms submitted to CIC are non-cancellable and non-refundable.

6.2 Surviving Provisions. The Protection Program Terms and the terms and conditions of Sections 3.2, 4, 5, 6.2, and 7 of this Agreement shall survive and continue after termination or expiration of this Agreement.

7. GENERAL PROVISIONS

7.1 Assignment. Neither Party may assign or delegate the Order Form or these Terms and Conditions without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, either Party may assign or otherwise transfer its rights and obligations to its Affiliates or to successors in interest (whether by purchase of stock or assets, merger, operation of Law, or otherwise) of that portion of its business related to the subject matter hereof.

7.2 Successors in Interest. Subject to the provision of Section 7.1 above, the Order Form and these Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties.

7.3 Choice of Law; Jurisdiction. These Terms and Conditions shall be construed in accordance with the Laws of the State of California (excluding rules regarding conflicts of Law) and the United States of America.

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7.4 Notices. Any notice given under these Terms and Conditions to Client will be given in writing to the Primary Contact at the Client address set forth in the Order Form. Any notice given under these Terms and Conditions to CIC will be given in writing and addressed to CIC’s Corporate Counsel at 535 Anton Blvd. Suite 100, Costa Mesa, CA 92626. Either Party may substitute a new address and contact person by written notice to the other in the manner contemplated herein. All notices shall be effective when received, and shall be delivered personally, by facsimile transmission (receipt verified), mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by express courier service.

7.5 Independent Contractors. In performing their respective duties under these Terms and Conditions, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship. Neither of the Parties will hold itself in any manner that would be contrary to the provision of this Section 7.5.

7.6 Entire Agreement; Amendments and Addenda. The Order Form and these Terms and Conditions (including the exhibits hereto, as may be amended and supplemented from time to time, based upon mutual written consent) contain the entire agreement and understanding concerning the subject matter (as set forth in the Recitals) between Client and CIC. These Terms and Conditions supersede all agreements (whether written, oral or electronic), PO’s (as defined in Section 7.7 below), term sheets, prior negotiations, or proposals that relate specifically to the subject matter (as set forth in the Recitals). Except as provided herein, these Terms and Conditions may be amended and/or supplemented via one or more Order Form addenda (as described in the Protection Program Terms) only in writing, signed by authorized representatives for both CIC and Client.

7.7 Client Purchase Orders. CIC will accept a purchase order (“PO”) for limited administrative processes [i.e. procurement guideline compliance, bill processing, etc.] only. However, in no event shall any terms and conditions contained within such PO be incorporated into these Terms and Conditions, supplement these Terms and Conditions or otherwise apply to the provision of Consumer Product or Supplemental Client Services.

7.8 Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of these Terms and Conditions will remain in full force and effect.

7.9 Publicity; Public Communication. For avoidance of doubt, both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to these Terms and Conditions or the provision of the Consumer Products herein.

7.10 Adequate Review. Each party represents to the other that, as deemed necessary by such party, these Terms and Conditions have been reviewed by each party and its legal and other advisors, and such party has had an opportunity to make all relevant inquiries and receive sufficient responses relating to these Terms and Conditions.

7

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### Exhibit A

**Consumer Products**

These below listed Consumer Products are delivered to Qualified (as defined below) Individuals* using a single-use Activation Code.

The description of benefits for each of the Consumer Products is subject to change:

<table>
<thead>
<tr>
<th>Feature</th>
<th>ProtectMyID® Alert</th>
<th>ProtectMyID® Elite</th>
<th>Family Secure™</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designed to Monitor</td>
<td>Adults</td>
<td>Adults</td>
<td>Minors</td>
</tr>
<tr>
<td>Daily Credit Monitoring</td>
<td>1 Experian or 3 Bureaus</td>
<td>1 Experian or 3 Bureaus</td>
<td>1 Bureau (Experian) / 1 adult</td>
</tr>
<tr>
<td>Daily Credit Monitoring - 50 leading indicators of identity theft including:</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>New inquiries</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>New accounts created</td>
<td>✓</td>
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<td>✓</td>
</tr>
<tr>
<td>Change of address request associated with credit account</td>
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</tr>
<tr>
<td>Changes to public records</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Postings of potentially negative information</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Monitoring for the existence or changes of a credit file in a minor’s name</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Report/Score Upon Enrollment</td>
<td>1 Bureau Report</td>
<td>1 Bureau Report</td>
<td>1 Bureau Report / Score (1 adult)</td>
</tr>
<tr>
<td>Report/Score During Membership</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Internet Scan</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Scan for Social Security number</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Scan for debit and credit cards</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>National Change of Address Monitoring</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Lost Wallet Protection</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Product Delivery Method</td>
<td>Online (email) / Offline (US Mail)</td>
<td>Online (email) / Offline (US Mail)</td>
<td>Online (email)</td>
</tr>
<tr>
<td>Activity Alerts</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Email/US Mail Alerts</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>SMS Text Alerts</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>iPhone/Android App Alerts</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>All Clear Alerts (monthly for online members; quarterly for offline)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Customer and Fraud Resolution Support</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>U.S. based customer care 7 days/week</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Dedicated Fraud Resolution Agent</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Links to place Fraud Alerts</td>
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<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Identity Theft Insurance</td>
<td>$1 Million</td>
<td>$1 Million</td>
<td></td>
</tr>
<tr>
<td>Identity Theft Product Guarantee</td>
<td></td>
<td></td>
<td>$2 Million</td>
</tr>
<tr>
<td>Enrollment (Phone and Online)</td>
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<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Comprehensive Educational Resources</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Experian Credit Score Trend Analysis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identity Theft Risk Assessment</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>ProtectMyID® Extend CARE™ - Fraud resolution extends beyond the life of initial membership</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Confidential
Definitions:
For purposes of this Exhibit A, "Qualified" means Individuals* who meet the following requirements to be eligible to enroll for the Consumer Product:

a) Accurately complete and submit to CIC all of the required enrollment fields/pages;
b) Provide CIC the correct answers to the out-of-wallet security questions;
c) Accept the End-User Terms and Conditions (including CIC’s terms, conditions and privacy policy);
d) Are at least 18 years of age and a living person as of the date of enrollment in the Consumer Product;
e) Have a U.S. credit file with Experian *****
f) Provide CIC with a current U.S. phone number and a current U.S. postal address *****
g) Provide a valid U.S. Social Security number; and
h) Pass all of CIC’s identity, authentication and security requirements.

*For purposes of Family Secure, "Individual" means the Parent or Legal Guardian.

**Additional Family Secure product information: (i) children are eligible for online enrollment up to three (3) months prior to their 18th birthday, however, the Parent or Legal Guardian may contact CIC’s Customer Care Center to enroll such children up to two (2) weeks prior to their 18th birthday; (ii) children will automatically be de-enrolled within one (1) week prior to their eighteenth (18th) birthday and thereafter, such child/ren will no longer be eligible for the Family Secure product; (iii) child/ren’s credit report (if any) are available offline only; and (iv) the Parent or Legal Guardian is required to authenticate prior to the CIC Customer Care Center can provide assistance regarding the child/ren’s credit report.

*** Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

***** Due to New York state law restrictions, the Guarantee cannot be offered to Individuals who are residents of the State of New York.

**** Delivery of the Consumer Product will be limited to the report(s) of the national credit reporting companies with whom each Individual has a current U.S. credit file (e.g., in the event an Individual only has a U.S. credit file with Experian, then such Individual shall only receive the Experian credit report).

****** The U.S. address provided by Individuals should be the U.S. address associated with such Individuals credit file (e.g. the address utilized by the Individual to obtain credit).
Exhibit B

CIC PROTECTION PROGRAM TERMS

Any use of defined terms within this document shall be in accordance with the Protection Products Order Form ("Order Form") or, if not set forth therein, as defined elsewhere in the Protection Products Terms and Conditions ("Terms and Conditions")

(1) Distribution of Activation Codes. Client agrees not to sell or otherwise distribute any Activation Codes, except to Individuals and only as expressly permitted under these Terms and Conditions. In no event shall CIC be liable for any loss, damage, theft, corruption or destruction ("Loss") of Activation Codes once issued by CIC to Client, including, but not limited to, any such Loss attributable to Client’s distribution, storage (if applicable) and/or mailing of such Activation Codes. CIC shall be liable and responsible for any Loss while the Activation Codes are in either CIC’s or a Third-Party Companies possession or control. Note that if Client has retained an agent or subcontractor related to the delivery of Consumer Products or Supplemental Client Services (such as a third-party print-shop or call center), CIC is not obliged to communicate with or provide services to any such third-parties who may have contractual or other relationships with Client except as explicitly agreed to in writing.

(2) Enrollment. Once an Individual receives an Activation Code they may enroll in the applicable Consumer Product either (a) online via the Consumer Product Website, or (b) offline via telephone. No other enrollment process shall be applicable unless agreed to in writing by both CIC and Client. **Note that the Family Secure Consumer Product is available via online enrollment only.**

(3) End-User Terms and Conditions and Privacy Policy. As a condition of receiving the Consumer Product, each Individual must complete CIC’s applicable enrollment process and agree to all terms and conditions as well as CIC’s privacy policy (collectively, the "End-User Terms and Conditions"), in addition to completing the other applicable credit reporting companies’ enrollment processes, including providing all requested information, and agreeing to all applicable terms and conditions. Terms and conditions for the other credit reporting companies processes may be available for review at each of those companies’ respective websites (www.experian.com, www.transunion.com, and www.equifax.com).

CIC shall have sole discretion to determine the End-User Terms and Conditions pursuant to which the Consumer Product shall be provided to Individuals. CIC shall notify Individuals of any material modifications or alterations as required by applicable Law.

(4) No-Charge to Consumer for the Consumer Product. CIC shall not charge Individuals for the Consumer Product purchased by Client and provided by CIC under these Terms and Conditions during the Product Term.

(5) Delivery Method. The delivery method of the Consumer Products to the Individuals during the Product Term is not able to be modified by Individual election (i.e., if Individuals enroll online, the Consumer Product will be delivered online for the entire Product Term; and if Individuals enroll offline, the Consumer Product will be delivered via mail, and customer care will be available via phone for the entire Product Term). Due to CIC security measures, an Individual attempting to login to their account from a location outside the U.S. may not be able to gain access to their account; however, such Individuals may call CIC’s international non-toll free number to obtain account related information while located outside the U.S.

(6) Consumer Product Website. The Consumer Product Website shall be used by the Individuals to enroll in the Consumer Product and subsequent to enrollment, to log-in and access their account and all the product features. Unless agreed to in writing by CIC, all content, including the design and look and feel, of the Consumer Product Website shall be determined by CIC, at its sole and absolute discretion. The Consumer Product Website shall be operated in accordance with CIC’s standard procedures and shall be accessible by Individuals on the earlier of (a) Custom Consumer Product Website Launch Date as set forth in an Order Form, or (b) upon CIC’s
acceptance of an Order Form in the event Client is utilizing a standard, pre-built CIC site-version (your CIC account representative can notify you if this is the case).

(7) Authentication Process. Client hereby acknowledges that CIC shall maintain strict procedures and protocols relating to its enrollment and authentication processes (including timed-out and other security measures), and failure by an Individual to follow such procedures and protocols may result in a failed enrollment. Client also acknowledges that there are a number of additional reasons and factors that may cause Individuals to fail authentication or enrollment, including, without limitation: corporate firewalls, proxy servers, spam blockers, fraud alerts, credit file freezes, data errors, inaccurate out-of-wallet information, or incorrect social security numbers. Upon any such failure, each affected Individual shall be provided with a toll-free CIC Customer Care Center number to call. When an Individual initiates such a call, a CIC customer care representative will attempt to manually authenticate such Individual by asking additional security questions. In the event such a telephonic authentication is not possible, additional steps may be taken. CIC shall endeavor to make the enrollment process as "user-friendly" as reasonably possible without compromising its security standards. CIC reserves the right, at its sole and absolute discretion, to modify or alter the enrollment process and/or the services associated therewith from time to time without notice to Client.

(8) Customer Care. Customer care will be available to Individuals via access to a CIC Customer Care Center reachable via a toll-free number that is only available to U.S. callers, which may be maintained by a third party engaged by CIC. No credit information of any Individuals shall be maintained outside of the United States. Fraud resolution customer care shall be available to Individuals via a separate customer care team of representatives in the United States. The services available via the Customer Care Center shall be limited to: assistance with telephone and email inquiries regarding enrollment for the Consumer Product and technical issues relating to redemption of Activation Codes, authentication failure, username and password assistance, cancellations, locked accounts, changes in personal information, billing questions about additional products, credit score information, general credit-related questions, fraud resolution, suspected fraudulent items, monitoring and alert information, credit reports obtained as part of an Individual's enrollment in the Consumer Products, and general Consumer Product Website navigation. The appropriate toll-free Customer Care Center number shall be available to Individuals on the Consumer Product Website, and will also be presented to Individuals in the event of an enrollment failure notification with a message requesting that Individuals call such toll-free number to complete their enrollment process. Customer Care Center hours of operation are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time. The Customer Care Center will not have access to and will not provide any information related to Client or its business and/or Clients' legal decisions in making the Consumer Product available to Individuals on a complimentary basis, and will refer any such inquiries back to Client.

(9) Third Party Companies; Credit Reporting Company Requirements. Portions of the Consumer Product and Supplemental Client Services will be provided by CIC’s partners, Affiliates and certain third parties, including the consumer reporting companies (collectively, “Third Party Companies”) and are therefore subject to each of those entities’ respective end-user/individual standard terms and conditions and information requirements. Third Party Companies who may be utilized by CIC in its performance of these Terms and Conditions include the following: Equifax, Inc., TransUnion, LLC, Affiliates of CIC, American International Group, Inc., Cyveillance, Early Warning Services, IWC, Merrill, Immersion, Inc. and Aegis. Additional Third Party Companies may be added from time to time at CIC’s discretion. Individuals must comply with the Third Party Companies’ terms and conditions and other requirements in order to receive such portions of the Consumer Product. The consumer reporting companies are not subcontractors or agents of CIC, and
therefore, CIC does not control such terms and conditions or requirements and may be unable to intervene or assist Individuals in any way in meeting such varying consumer reporting company requirements. Individuals shall be solely responsible for handling any issues relating to such terms and conditions and requirements directly with any such consumer reporting company. Without limiting the generality of the foregoing, Individuals shall be required to provide all necessary information and meet other criteria required by each applicable consumer reporting company (Experian Information Solutions, Inc., Equifax, Inc. and TransUnion LLC) in order to receive a credit report or other products and services from such company.

(10) Intellectual Property and Branding of Consumer Products. Unless otherwise agreed to in writing by CIC, the Consumer Products shall be branded as determined by CIC, at its sole and absolute discretion, and Client shall not designate (through trademark, trade name, trade dress or otherwise) the Consumer Products as being provided by Client. CIC and/or its Affiliates or third party providers shall exclusively own all right, title and interest, including all copyrights, trade secrets, know-how, goodwill, trademarks, service marks, trade names, trade dress, logos, patents or other intellectual property (or any derivative works thereof) and underlying technology in (i) the Consumer Products and all other products provided by CIC hereunder, (ii) the Consumer Product Website, and (iii) all other materials and information provided by CIC to Client hereunder. No grant to use any intellectual property (including any trademarks) of CIC, its Affiliates or Third-Party Companies is made under these Terms and Conditions. Client shall retain ownership of any and all pre-existing Client intellectual property, including but not limited to Client’s trademarks, patents and trade dress.

(11) Client Notification to Individuals. Within a mutually agreeable period of time following submission of an Order Form Client shall prepare a communication to Individuals in the form of a notification letter ("Notification Letter") to be sent via U.S. Mail or email which must include:

(a) one Activation Code per each Individual identified as affected by the subject Client data breach or data loss incident,
(b) the procedures for enrollment in the Consumer Product (including, but not limited to the (i) Consumer Product Website where such Individuals may properly utilize their Activation Code and (ii) the appropriate CIC Customer Care Center phone numbers), and
(c) a listing of the key Consumer Product features.

Any and all planned Client notification processes that include elements other than the Notification Letter (i.e. website postings, e-mails, newspaper or published notice, etc.) and which explicitly mention CIC, the Consumer Products or the Supplemental Client Services and must be pre-approved by CIC in writing. Client shall not provide, in any Notification Letter or any other public communication (including but not limited to communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than a Notification Letter reviewed and approved by CIC in writing, or as otherwise approved by CIC in writing. CIC is not obligated to provide Activation Codes to Client until a Notification Letter has been mutually approved in writing. Client shall provide CIC with a final copy of the Notification Letter at least five (5) days prior to the distribution of the Notification Letters.

(12) Large Incident Notices. In the event Client requests 50,000 or more Activation Codes and upon CIC’s reasonable request, Client must provide CIC a mailing schedule at least five (5) days prior to Client commencing delivery of any and all Notification Letters to Individuals. Once provided by Client, CIC will allocate Customer Care Center and other resources in accordance with such schedule; any significant updates or modifications by Client to the schedule must be provided to CIC immediately and may result in increased costs for CIC that will require revised pricing discussions with Client.

(13) CIC Communication with Individuals and/or Third-Parties. CIC may communicate with or send communications to Individuals relating to:
(a) their existing Consumer Product membership and the delivery of the products and services associated with that membership, consistent with these Terms and Conditions as well as the End-User Terms and Conditions,
(b) the expiration of their Consumer Product membership and provide that Individual options to extend or renew such Consumer Product membership (i.e. via an end-of-term service alert), and
(c) other service or product offers if the Individual has opted into receiving such offers, or
(d) offers from CIC or its Affiliates related to products which are not included under these Terms and Conditions via service emails and/or the Individual's member center and/or the Customer Care Center if the Individual has not opted in.
As it relates to (b), (c) and (d) in the preceding sentence, CIC may charge Individuals a separate fee for (i) an extension or renewal of a Consumer Product beyond the Product Term stipulated herein, or (ii) for other products not included under these Terms and Conditions.

(14) Client Requirements, Placing an Order & Changes to the Terms and Conditions. During the Term of these Terms and Conditions, Client may submit additional Order Forms for the purchase of additional Activation Codes or Supplemental Client Services. CIC can provide Client a sample Order Form upon request. Any substantive additional Client requirements or other changes or modifications to these Terms and Conditions (i.e. adding an additional Consumer Product, extending the term, modifying the Enrollment Period or Product Term) may only be agreed to between the Parties via a signed written amendment to these Terms and Conditions.

(15) Insurance. The insurance provided to Individuals pursuant to the Consumer Products is strictly subject to the policies, terms and conditions of the designated third-party insurers. Such policies, and associated terms and conditions are provided to Individuals at the time each Individual enrolls for the Consumer Product. CIC does not directly sell such insurance to Client or Individuals. Individuals should carefully review such policies to determine their terms and conditions, including limits and coverage of insurable losses. At the election of the designated third-party insurer or CIC, (a) the amount of insurance coverage to be provided to Individuals, and/or (b) the designation of the third-party insurer(s) are both subject to change at any time. Notwithstanding the foregoing, identity theft insurance may not be provided to any Individuals residing in any state where the provision of such insurance is prohibited by Law.

(16) Guarantee for Family Secure Consumer Product. The Guarantee provided to Individuals as a product feature of the Family Secure Consumer Product is strictly subject to the policies, terms and conditions described at http://www.familysecure.com/Member_Guarantee.aspx. Such policies, terms and conditions are provided to Individuals at the time each Individual enrolls for the Family Secure Consumer Product. Individuals should carefully review such policies to determine their terms and conditions, including limits and coverage of losses. At the election of CIC, (a) the amount of the Guarantee to be provided to Individuals, and/or (b) the designation of the party providing the Guarantee are both subject to change at any time. Notwithstanding the foregoing, the Guarantee may not be provided to any Individuals residing in any state where the provision of such Guarantee is prohibited by Law. Due to New York State Law restrictions, the Guarantee cannot be offered to Individuals who are residents of the State of New York.
Exhibit C

Supplemental Client Services

(a) Enhanced Customer Care. In addition to the standard customer service delineated within the Terms and Conditions, CIC will provide certain supplemental call center services ("Enhanced Call Center Services"). Enhanced Call Center Services shall be limited to (a) the CIC Customer Service Center responding to Individual queries via customized scripting (which will be mutually agreed to in writing by CIC and Client) and (b) other required Individual support on a case-by-case basis, as required and exclusively in connection with the Activation Codes provided. The appropriate toll-free Customer Service Center number may be presented to Individuals as part of the Notification Letter with a note that Individuals call such toll-free number to access these Enhanced Call Center Services. Hours of operation for Enhanced Customer Care are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time, excluding holidays.

(b) Notification Letters. Client has requested that CIC facilitate the transmission of the Notification Letter approved by CIC in accordance with these Protection Program Terms to Individuals by means of CIC's third-party print vendor. Client shall send the names and addresses of all such Individuals to whom Notification Letters should be conveyed to CIC via CIC SFT Appliance or by another secure method agreed to in writing by the Parties. CIC shall forward such information to its third-party print vendor and once CIC has established that its' print vendor has received such information, CIC will purge all such information that is within CIC's possession. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the preparation and provision of the Notification Letters to Individuals, (b) timely delivery to CIC of the information regarding Individuals, and (c) provision of complete and correct instructions regarding the date(s) that CIC’s print vendor is requested to mail the Notification Letters to Individuals. Any returned mail shall be directed to the Client's return mailing address unless otherwise requested. Client agrees to pay CIC for each Notification Letter that Client may request CIC's print vendor to prepare in accordance with the pricing delineated on the Order Form. Any pages in addition to the one-page (double sided) Notification Letter that Client may request CIC's print vendor to prepare shall be priced separately (and in addition to the costs already referenced therein) in accordance with the mutual written agreement of the parties (which may be evidenced via e-mail). For a Large Incident, CIC may request pre-paid postage from Client for all Notification Letters on a case-by-case basis; in the event Client chooses not to pre-pay the postage, CIC reserves the right to present Client with modified pricing.

(c) Address Append Services. Client is requesting address append services for use in locating or verifying Individual names and addresses when Client may have access to only an Individual's social security number (SSN) and/or aged address data. Client MUST notify via signature of a supplemental Rider to these Terms and Conditions that the use of any of this data as delivered by CIC shall only be used by Client in compliance with Law. Upon receipt of the Rider agreement from Client, the SSNs of all such Individuals will be provided by Client to CIC via CIC SFT Appliance or by another secure method agreed to in writing by the Parties. CIC shall forward such information to its Affiliate, Experian Information Solutions, Inc., in order to produce an address append deliverable. Reasonable commercial efforts will be used by Experian Information Solutions, Inc. to retrieve an Individual's name and/or address. In some instances, multiple matches will be returned where Client is held solely responsible for identifying the best matched record to use. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the utilization of File One data to notify Individuals, (b) timely delivery to CIC of the information regarding Individuals, and (c) properly formatted data file for optimal processing. Client agrees to pay CIC for each Individual record searched in accordance with the pricing.

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delineated on the Order Form. Any subsequent record batches may be priced separately in accordance with the mutual written agreement of the parties (which may be evidenced via e-mail).

(d) **Business Credit Advantage.** Client is requesting Business Credit Advantage (BCA) codes to provide access to Business Credit Monitoring. *Client MUST certify via signature of a supplemental Rider to these Terms and Conditions in order to receive BCA codes.* Upon receipt of the Rider agreement from Client, CIC shall forward the order to its Affiliate, Experian Information Solutions, Inc. in order to produce the BCA codes. Client hereby acknowledges and agrees that it shall be solely responsible for compliance with all Laws applicable to the Rider. Client agrees to pay for all codes redeemed in accordance with the pricing delineated on the Order Form. The below listed product is delivered to Qualified (as defined below) Businesses utilizing a single-use Activation Code. Description of the product benefits, which are subject to change:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Business Credit Advantage&lt;sup&gt;SM&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Designed to Monitor</strong></td>
<td><strong>Businesses</strong></td>
</tr>
<tr>
<td>Daily Credit Monitoring</td>
<td>1 Bureau (Experian)/ 1 Business</td>
</tr>
<tr>
<td>Daily Credit Monitoring – 50 leading indicators of identity theft including:</td>
<td>✓</td>
</tr>
<tr>
<td>New inquiries</td>
<td>✓</td>
</tr>
<tr>
<td>New accounts created</td>
<td>✓</td>
</tr>
<tr>
<td>Change of address request associated with credit account</td>
<td>✓</td>
</tr>
<tr>
<td>Changes to public records</td>
<td>✓</td>
</tr>
<tr>
<td>Posting of potentially negative information</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Report/Score Upon Enrollment</strong></td>
<td>1 Bureau Report / Score (1 Business)</td>
</tr>
<tr>
<td><strong>Report/Score During Membership</strong></td>
<td>Unlimited 1 Bureau Reports / Score (1 Business)</td>
</tr>
<tr>
<td><strong>Product Delivery method</strong></td>
<td>Online (email)</td>
</tr>
<tr>
<td><strong>Activity Alerts</strong></td>
<td>✓</td>
</tr>
<tr>
<td>Email / US Mail Alerts</td>
<td>Email only</td>
</tr>
<tr>
<td>All Clear Alerts (monthly for online members; quarterly for offline)</td>
<td>✓</td>
</tr>
<tr>
<td>Customer and Fraud Resolution Support</td>
<td>✓</td>
</tr>
<tr>
<td>Enrollment (Phone and Online)</td>
<td>Online</td>
</tr>
<tr>
<td><strong>Comprehensive Educational Resources</strong></td>
<td>✓</td>
</tr>
<tr>
<td>Experian Credit Score Trend Analysis</td>
<td>✓</td>
</tr>
</tbody>
</table>

Definition: “Qualified” means the business owner or principal of client’s business customers who meet the following requirements for enrollment eligibility:

(1) Accurately complete and submit online registration to Experian’s SmartBusinessReports.com via program’s simple instructions and activation code (no credit card information required);

(2) Accept the end-user online Terms and Conditions; and

(3) Have a U.S. business credit file with Experian.