

TransUnionNetAccess Agreement

AGREEMENT between TRANS UNION LLC, 555 West Adams Street, Chicago, Illinois 60661 ("TransUnion") and _____ ("Subscriber").

WHEREAS, TransUnion and Subscriber have entered into one (1) or more agreements ("Service Agreements"); pursuant to which TransUnion is providing, to Subscriber, certain Trans Union products ("TU Products"), which Trans Union makes, or may make available, through TUNetAccess (as defined below); and

WHEREAS, TransUnion has developed and/or licensed a system for providing central processing unit ("cpu") to cpu access to such TU Products via the Internet ("TUNetAccess"); and

WHEREAS, Subscriber desires to utilize TUNetAccess to receive those TU Products for which Subscriber currently has an agreement with TransUnion to receive.

WHEREAS, in the event that Subscriber is using a third party processor subject to the terms of Service Agreements, Subscriber desires that its third party processor may utilize TUNetAccess on Subscriber's behalf.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants set forth herein, the parties agrees as follows:

1. **Recitals** The recitals set forth above are an integral part of this Agreement and are hereby incorporated herein.
2. **Term and Termination.**
 - 2.1 This Agreement shall commence on the last signature date below (the "Effective Date") and shall be coterminous with each of the Service Agreements and, for each TU Product, shall automatically terminate upon expiration or termination of the associated Service Agreement. Moreover, this Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party.
 - 2.2 Without limiting any other remedies to which TransUnion may be entitled including, but not limited to, injunctive relief, TU reserves the right to immediately terminate this Agreement if TransUnion, in good faith, determines that (1) Subscriber and/or its third party processor has materially breached any of their obligations under this Agreement and/or any Service Agreement; (2) the requirements of any law, regulation, or judicial action have not been met; or (3) as a result of changes in laws, regulations or regulatory or judicial action, the requirements of any law, regulation or judicial action will not be met. TransUnion shall promptly provide written notification to Subscriber of such action.
 - 2.3 **Survival.** With the exception the license granted to Subscriber in Section 4.2 below and TU's obligation to provide TU Products via the TUNetAccess under the terms and conditions of this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
3. **TUNetAccess Hardware/Software Requirements and Support.**
 - 3.1 Subscriber and its third party processor shall supply, at their own expense, the equipment, software and services including, but not limited to, access to the Internet, necessary to be able to access and utilize TUNetAccess.
 - 3.2 As further described herein, Subscriber and its third party processor must utilize the Hypertext Transfer Protocol ("HTTP"), Secure Sockets Layer ("SSL") protocol, and the TransUnion proprietary TU40 data format when accessing TU Products through TUNetAccess. TUNetAccess supports the SSL v3 and Transport Layer Security v1 protocols, authenticated and encrypted using a private x.509 digital certificate (see Section 4), supplied by TransUnion in a Public Key Cryptography Standard No. 12 (PKCS#12) format, and using an HTTP formatted POST request for purposes of the delivery of a specifically formatted TU40 transaction to a TransUnion server and the subsequent return of a specifically formatted response.
 - 3.3 For each access to TU Products via TUNetAccess, Subscriber and/or its third party processor must transmit the applicable Subscriber employee's user id code in the CD01 segment of the TU40 inquiry.
 - 3.4 TransUnion reserves the right to revise or otherwise modify the above hardware, software, protocol, or any combination of the foregoing, requirements, upon at least one hundred twenty (120) days' prior written notification to Subscriber. Subscriber will be responsible for communicating this information to its third party processor.
 - 3.5 TransUnion will provide Subscriber with a reasonable amount of problem determination support solely for

connectivity and data format validation issues. No other support including, but not limited to, application programming aid, support or advice, shall be provided to Subscriber or its third party processor by TransUnion.

4. Passwords, Digital Certificates and Security.

- 4.1 TUNetAccess may only be utilized by Subscriber and/or its third party processor to acquire TU Products after Subscriber obtains, through Subscriber's TransUnion sales representative, a TransUnion-issued digital certificate ("Certificate") for Subscribers to use with their computers from which requests may originate.
- 4.2. Acquiring Certificates. Upon: (a) completion of the TUNetAccess Registration Request Form attached as Attachment A and incorporated herein ("Application"); and (b) approval of the Application by TransUnion, TransUnion hereby grants Subscriber a limited, non-exclusive, non-transferable license to use such Certificate(s) and/or to allow its third party processor to use such Certificate(s) for the sole purpose of accessing the TU Products via TUNetAccess in accordance with the terms of this Agreement and each Service Agreement. In no event shall Subscriber and its third party processor use Certificates for any other purpose whatsoever including, but not limited to, in association with electronic transactions with third parties. Unless otherwise agreed to in writing by TransUnion, TransUnion will send the Digital Certificate to Subscriber via electronic-mail.
- 4.3 Security. Subscriber represents and warrants that it will use its best reasonable efforts to ensure that: (1) only authorized Subscriber employees and/or third party processor employees have access to TU Products via TUNetAccess; (2) TU Products obtained by Subscriber and/or third party processor via TUNetAccess are not accessible by unauthorized parties via Subscriber's connection to the Internet or otherwise; (3) all documentation and/or other materials provided by TransUnion to Subscriber and/or its third party processor under this Agreement is held in confidence by Subscriber and its third party processor (and accessible only to those Subscriber employees and third party processor employees who Subscriber has authorized to utilize TUNetAccess); and (4) Certificates are only installed on Subscriber's or third party processor servers or workstations that Subscriber has authorized for use in receiving TU Products via TUNetAccess.
- 4.3.1 Subscriber shall designate a single contact person within Subscriber's organization who shall be responsible for the receipt, installation, and management of the Certificate ("Certificate Administrator").
- 4.3.2 Subscriber shall promptly notify TransUnion of any compromise of security involving Subscriber's password, Certificates, and/or subscriber code. SUBSCRIBER UNDERSTANDS THAT ANY BREACH OF SECURITY, INCLUDING BUT NOT LIMITED TO, AN EVENT FOR WHICH A CERTIFICATE MUST BE REVOKED, MAY REQUIRE, AT TRANSUNION'S SOLE DISCRETION, THE CANCELLATION AND, IF TRANSUNION DEEMS APPROPRIATE, REPLACEMENT, OF SUBSCRIBER'S SUBSCRIBER CODE USED TO ACCESS TU PRODUCTS THROUGH TUNETACCESS AND ANY AND ALL OTHER MODES OF ACCESS, DELIVERY, OR BOTH.
5. **Third Party Processor Agreement.** In the event that a Subscriber is using a third party processor subject to the terms of Service Agreements, Subscriber shall enter into a written agreement with its third party processor which requires its third party processor to comply with all terms and conditions herein, including but not limited to security obligations and restrictions on use of TUNetAccess.
6. **Legal Compliance.** Subscriber represents and warrants that it shall comply with all laws, regulations and judicial actions including, but not limited to, the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including, without limitation, all amendments thereto, and all other applicable federal or state legislation, regulations and judicial actions, as now or as may become effective.
7. **Audit Rights.** During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may audit Subscriber's and its third party processor's security procedures and records which pertain to this Agreement, to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.
8. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** THE PARTIES ACKNOWLEDGE THAT, BECAUSE, THROUGH TUNETACCESS, TU PRODUCTS ARE ACCESSIBLE VIA THE INTERNET WHICH IS AN OPEN NETWORK, NEITHER, TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO TUNETACCESS; WITH RESPECT TO ANY AND ALL DOCUMENTS AND/OR OTHER MATERIALS

PROVIDED TO SUBSCRIBER UNDER THIS AGREEMENT; WITH RESPECT TO LOSS OR CORRUPTION OF DATA; LOSS OF, OR DAMAGE TO, EQUIPMENT AND/OR SOFTWARE; SYSTEM RESPONSE TIMES, ACCESS DELAYS OR ACCESS INTERRUPTIONS; NOR COMPUTER VIRUSES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, IN NO EVENT SHALL TRANSUNION NOR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, BE HELD LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR INJURY TO SUBSCRIBER AND/OR ITS THIRD PARTY PROCESSOR, ARISING OUT OF OR FROM THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER REGARDLESS OF THE THEORY UPON WHICH SUCH DAMAGES ARE BASED AND EVEN IF TRANSUNION OR ITS SUPPLIERS, CONTRACTORS, AND VENDORS, OF ANY TIER, OR ANY ONE OR MORE OF THE FOREGOING PARTIES, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Subscriber shall have the right, and is encouraged by TransUnion, to maintain any other type of TransUnion-authorized connection to TransUnion for use in conjunction with the TU Products and any other TU products or services that Subscriber has purchased or licensed from TransUnion and which are not accessible via TUNetAccess.

9. **Indemnification.** Subscriber shall indemnify and hold TransUnion harmless from any and all third-party claims, losses and damages, liability, and costs, including attorney's fees, against, or incurred by, TU to the extent such claims, damages, liability and costs result directly or indirectly from: (a) Subscriber's and/or its third party processor's negligence or intentional wrongful conduct; and/or (b) Subscriber's and/or its third party processor breach of its obligations under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via the TUNetAccess under this Agreement.
10. **Assignment.** Subscriber may not assign this Agreement nor the rights and the obligations thereunder, in whole or in part, by any act of Subscriber or by operation of law without the prior written consent of TransUnion. TransUnion may assign this Agreement, in whole or in part, to a wholly-owned subsidiary of TransUnion.
11. **No Waiver.** No failure or successive failures on the part of either party, its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors and permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.
12. **Construction and Severability.** All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law.
14. **Force Majeure.** Neither party shall be liable to the other for failure to perform, or delay in performance, under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workmen; laws, regulations or other orders of public authorities; military action, state of war or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.
15. **Effect of Service Agreements.** Except as otherwise explicitly provided for in this Agreement, the terms and conditions of the Service Agreement(s) shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreement(s) and the terms of this Agreement, the terms of this Agreement shall control.
16. **Entire Agreement.** THIS AGREEMENT INCLUDING ALL EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS

AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

WHEREAS, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

_____ **TRANS UNION LLC**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



ATTACHMENT A

**TUNETACCESS
Registration Request Form**

<p>Subscriber Information</p> <p style="text-align: right;">Date: _____</p> <p>Please Note: This Registration Request must be completed and signed jointly by both an existing TransUnion subscriber and TransUnion sales representative or account manager. Only registration forms submitted by a TransUnion sales representative or account manager will be processed.</p>

Company name: _____

Company location: _____

Company address: _____

City: _____ **State:** _____ **Zip Code:** _____

Fax number: _____

Subscriber's Certificate Administrator Information

Certificate Administrator: _____
First name, Middle initial, Last Name

Phone number: _____ **E-mail address:** _____

Thank You. Please return the completed form to your TransUnion Sales Representative.

Sales Rep's Name: _____

Trans Union Division: _____

Phone number: _____

Fax number: _____

E-mail address: _____

Mkt/submkt number: _____

Company account code: _____
(Corporate Use Only)

Approved by: _____
Subscriber

Date: _____

Approved by: _____
Trans Union Sales / Account Manager

Date: _____