TransUnion

General Terms and Conditions

Version 2.0.
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THESE GENERAL TERMS AND CONDITIONS (THESE "TERMS") SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS, ALONG WITH A SERVICE ORDER, THAT GOVERN YOUR USE OF THE CALLER NAME OPTIMIZATION SERVICE (THE "SERVICE") PROVIDED BY NEUSTAR INFORMATION SERVICES, INC. ("NIS"). BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SERVICE.

1. ACCESS TO THE SERVICE

1.1 Service Order; License. NIS shall provide the Service in accordance with these Terms and as further set forth in a Service Order executed by you and NIS. These Terms shall be incorporated by reference into each Service Order and each Service Order, together with these Terms, shall form a binding agreement (the Agreement"). Subject to the terms of the Agreement, NIS grants you a non-transferable, non-exclusive, revocable, limited license to use the Service solely for its internal business purposes.

1.2 Obligations. You agree (a) that you have the right and authority to provide the data that is provided to the NIS in connection with the Service, and (c) that any such data (i) is accurate and (ii) will be provided in compliance with all applicable laws, rules and regulations.

1.3 Certain Restrictions. The rights granted to you under the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, or distribute the Service, whether in whole or in part, or any output or derivative work of the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access or use the Service in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless

otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices relating to the Service (or on any content displayed on the Service) must be retained on all copies thereof.

1.4 Modification. NIS reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that NIS will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof.

1.5 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in, or relating to, the Service and its content are owned by NIS. Nothing contained in these Terms, the Service Order, or your access to the Service transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. NIS reserves all rights not granted in these Terms. There are no implied licenses granted under the Agreement.

2. INDEMNIFICATION

You agree to indemnify and hold NIS (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these Terms or the terms of the Service Order, (c) your violation of applicable laws or regulations. NIS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of NIS. NIS will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

3. DISCLAIMERS

THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND NIS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, OR FREE OF VIRUSES OR OTHER HARMFUL CODE.

4. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NIS (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF NIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL NOT EXCEED THE AGGREGATE AMOUNT THAT YOU PAID TO US IN CONNECTION WITH THE SERVICE GIVING RISE TO SUCH DAMAGES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE TIME AT WHICH THE EVENT RESULTING IN LIABILITY OCCURS. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THE AGREEMENT.

5. TERM AND TERMINATION

Subject to the remainder of this Section, these Terms will remain in full force and effect for the term of the Service Order. NIS may suspend or terminate your rights to use the Service at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms or the terms of the Service Order. Upon termination of the Service, your right to access and use the Service will immediately cease. NIS will not have any liability whatsoever to you for any termination of the Service in accordance with these Terms and the terms of the Service Order. Notwithstanding any such termination, Sections 1.3, 1.4. 1.5, 2, 3, 4 and 6 shall survive.

6. GENERAL

6.1 Changes. These Terms are subject to occasional revision at NIS's sole discretion. Any changes to these Terms will be effective upon thirty (30) calendar days following our posting of notice of the changes. These changes will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

6.2 Governing Law and Venue. The Agreement will be governed by the laws of the Commonwealth of Virginia. Any dispute relating to the Agreement must be brought in the

state or federal courts located in Fairfax County, Virginia and such courts will have exclusive jurisdiction.

6.3 Electronic Communications. The communications between you and NIS use electronic means, whether you use the Service or send us emails, or whether NIS posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from NIS in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that NIS provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

6.4 Entire Terms. These Terms, along with the terms and conditions of the Service Order, constitute the entire Agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of the Agreement shall not operate as a waiver of such right or provision. The section headings in the Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation." If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions shall be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to NIS is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein and under a Service Order, may not be assigned, subcontracted, delegated, or otherwise transferred by you without NIS's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. NIS may freely assign the Agreement. The terms and conditions set forth in the Agreement shall be binding upon assignees.

6.5 Copyright/Trademark Information. Copyright © 2020 Neustar, Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.