

**ADDENDUM TO DISTRIBUTOR'S (OR EXPERIAN'S DIRECT RESELLER'S)
BUSINESS INFORMATION SERVICES AGREEMENT
FOR INTERNET DELIVERY**

This Addendum to Distributor's (or Experian's Direct Reseller's) Business Information Services Agreement for Internet Delivery (the "Addendum") is made as of _____, by and between _____ ("Distributor" or "Reseller"), Experian Information Solutions, Inc. ("Experian") and _____ ("Subscriber").

WHEREAS, Distributor (or Reseller) and Subscriber have entered into a Business Information Services Agreement, dated _____ (the "Agreement") whereby Distributor (or Reseller) provides certain on-line business credit reporting services ("Services") to Subscriber; and

WHEREAS, Subscriber has requested access to certain services offered by Experian through an Internet connection ("Internet Credit Delivery Services" or "ICDS"), and Experian desires to allow such access based on Subscriber's and Distributor's (or Reseller's) agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Experian, Distributor (or Reseller) and Subscriber agree as follows:

1. Subscriber shall obtain Internet access to ICDS only through the individual Subscriber employees who are specifically approved by Experian upon the written request of Subscriber and on the terms and conditions contained in this Addendum (each an "Authorized Employee"). Subscriber shall request Internet access in writing in a form approved by Experian from time to time. Authorized Employees will be assigned unique access identification numbers ("User ID") and passwords. Experian's approval of requests for Internet access may be granted or withheld in its sole discretion. Experian may add to or change its requirements for granting Internet access to ICDS at any time [including, without limitation, the imposition of fees relating to Internet Access upon reasonable notice to Distributor (or Reseller)], and reserves the right to change passwords and to revoke any authorizations previously granted. Distributor (or Reseller) shall notify Experian, in writing, whether or not Subscriber has signed a certification agreeing to comply with the federal Fair Credit Reporting Act relating to its use of Experian's Business Owner Profile ("BOP") and Small Business Intelliscore ("SBI") services. Subscriber may not access BOP or SBI services through an Internet connection unless such certification has been executed.
2. Only Authorized Employees shall utilize Internet access, and only through the User ID and password assigned to such employee by Experian. Subscriber shall request User ID's and passwords only for those employees of Subscriber who have a legitimate need to access ICDS in performing his or her duties for Subscriber. Prior to requesting User ID's for Authorized Employees, Subscriber shall provide adequate training regarding the requirements to this Addendum and applicable laws. Subscriber will ensure that each Authorized Employee (i) is familiar with the requirements specified herein, and agrees to comply with such requirements, (ii) agrees not to disclose the User ID and password assigned to the Authorized Employee to any other person, and (iii) agrees not to order business credit reports or other data from Experian's site except in performance of Employee's official duties for Subscriber.
3. Subscriber acknowledges and agrees that it is responsible for all activities of Subscriber's employees in utilizing Internet access and for assuring the facilities for receipt of information provided to it through the Internet are secure and in compliance with the Agreement. Subscriber shall not retransmit or otherwise make available to any person ICDS (including any of the information therein) on or through the Internet or other generally accessible network or delivery method.
4. Subscriber agrees to notify Experian in writing immediately if it wishes to delete any employee as an Authorized Employee or if any Authorized Employee is terminated or otherwise loses his or her status as an Authorized Employee.
5. Subscriber acknowledges and agrees that this Addendum is in addition to the requirements of Distributor's (or Reseller's) membership application process, including Access Security Requirements (except where expressly modified by this Addendum) which are applicable to Distributor's (or Reseller's) provision of BOP reports and SBI services. Subscriber will abide by any additional or further security procedures specified by Experian or Distributor (or Reseller) from time to time.
6. Subscriber shall use its best efforts to ensure the confidentiality of all User ID's and passwords issued by Experian to Subscriber's employees. Subscriber shall indemnify Experian against any damage or disruption to Experian systems or business caused by Subscriber's employees, subcontractors, subcontractor employees or its clients whether as a result of their access to such systems or compromise of password confidentiality or otherwise.

7. Subscriber understands that its use of Experian networking and computing resources may be monitored and audited by Experian, without further notice.
8. Experian may from time to time audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices.
9. If Experian or Distributor (or Reseller) believes that Subscriber has breached a material obligation contained in this Addendum, Experian or Distributor (or Reseller) may terminate this Addendum immediately by providing the other parties notice of termination.
10. Experian shall have no obligation or liability for or on account of any mechanical or other breakdown, malfunction or defect in the Internet connection accessed by Subscriber.
11. EXPERIAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS ADDENDUM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EXPERIAN HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER FOR ANY CLAIM, INJURY OR DAMAGE RELATING TO, ARISING OUT OF, OR RESULTING FROM SUBSCRIBER'S INTERNET ACCESS TO THE SERVICES.
12. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY INDIRECT DAMAGES ARISING FROM THE LOSS OF BUSINESS, DATA, PROFITS OR GOODWILL WHICH ARE NOT DIRECT DAMAGES) INCURRED OR SUFFERED BY THAT PARTY BY REASON OF THE OTHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS ADDENDUM, OR FOR ANY OTHER REASON, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 13.
14. Except as expressly amended by this Addendum, the Agreement remains in full force and effect. The terms of this Addendum shall prevail in the event of any inconsistency between this Addendum and the Agreement.

IN WITNESS WHEREOF, Subscriber, Distributor (or Reseller) and Experian have each caused this Addendum to be executed by their respective duly authorized representatives as of the date first above written.

Experian Information Solutions, Inc. by and through its Information Solutions Division

<p>By: _____ Signature (Duly Authorized Officer Only)</p> <p>Name: _____ Print</p> <p>Title: _____ Print</p>	<p>_____</p> <p style="text-align: center;">Print or Type Name of Subscriber</p> <p>By: _____ Signature (Duly Authorized Officer Only)</p> <p>Name: _____ Print</p> <p>Title: _____ Print</p>
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Print or Type Name of **Distributor (or Reseller)**

By: _____
Signature (Duly Authorized Officer Only)

Name: _____
Print

Title: _____
Print