

## METRONET SERVICES AGREEMENT FOR USE OF REFERENCE SERVICES

This MetroNet Service Agreement for Use of Reference Services ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between Clem, Inc dba Kewane Credit Bureau, an Illinois corporation (hereinafter referred to as "Reseller") and \_\_\_\_\_, an \_\_\_\_\_ corporation, (hereinafter referred to as "Client").

WHEREAS, Reseller and Client have entered into the MetroNet Services Agreement dated \_\_\_\_\_, \_\_\_\_\_ ("Agreement");

WHEREAS, Client now desires to access certain Experian consumer and business identification products in accordance with the terms of this Agreement;

WHEREAS, the federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 *et. seq.* (2000), ("GLB Act") was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information;

WHEREAS, and the GLB Act provides limited exceptions under which such information may be used;

WHEREAS, Experian sells several identification-only products, including but not limited to, Social Search, Address Update, FACS+, Fraud Shield, MetroNet, Electronic Directory Assistance ("EDA") and Authentication Solutions Level 1 (collectively "Reference Services");

WHEREAS, in addition to Experian's identification-only Social Search product, Experian has two versions of its FileOne\_Social Search product ("FCRA Social Search") which contain information that is provided pursuant to a permissible purpose under the FCRA. The first version of the FCRA Social Search product returns a consumer report, as the term is defined in the FCRA, on the primary consumer ("Primary Consumer") associated with the social security number input ("Primary Consumer Social Search"). The second version returns consumer identifying information on up to nineteen (19) other consumers associated with the social security number input ("Non-Primary Consumer Information"), in addition to a consumer report on the Primary Consumer ("Multi-Name FCRA Social Search");

WHEREAS, as of July 1, 2001, the identification-only products, as well as the Non-Primary Consumer Information contained within Experian's Multi-Name FCRA Social Search product, can no longer be sold unless the end-user qualifies for an exception under the GLB Act;

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties hereto mutually agree as follows:

### 1. REFERENCE SERVICES

**A. Application.** During the Term, Client may request that Reseller provide client with the Reference Services to the extent offered from time to time by Experian and permitted by this Agreement.

**B. Method of Performance.** Client will request the Reference Services from Experian by electronic means or in a batch mode. Each such request will contain sufficient identifying information concerning the consumer about whom the information is requested to enable Experian to perform the Reference Services and will identify, in the manner specified by Experian, the fact that the request is being made by Client. If so requested by client, Experian will attempt to provide the Reference Services by means of automated processing (CPU to CPU).

**C. Authentication Solutions.** In the event Client wishes to access Authentication Solutions Level 1 services, Client agrees to put the appropriate end user agreement in place and a completed Authentication Solutions Sign Up form which will be provided by Reseller upon request.

### 2. GENERAL PROVISIONS

**A. Term of this Agreement.** This Agreement shall terminate upon the earlier of (i) the termination of the Agreement; or (ii) by either Experian or Reseller or Client thirty (30) days after written notice to the other; or (iii) ten (10) days after Experian's written notice to Reseller of default, unless Reseller shall have remedied the default within such ten (10) day period.

**B. Charges to Customer.** Reseller shall invoice and Client agrees to pay Reseller the applicable charges set forth in the attached Pricing Schedule for the Reference Services rendered to Client for each inquiry into Experian's Reference Services databases and each data append project submitted by Client for processing by Experian.

**3. RESELLER OBLIGATIONS.** For the purpose of this Agreement only, Section 2.3, "Status as a Consumer Reporting Agency" and Article 4 of the Agreement, "Use of Experian Information" shall be replaced with the following:

**A. Compliance with Law.** Client certifies and warrants that it will comply with all federal, state and local statutes, regulations,

and rules applicable to it as in compliance with laws.

**B. Compliance with Experian's Policies.** Client agrees to comply with the use restrictions set forth in this Agreement. Reseller may from time to time notify Client of additional, updated or new requirements compliance with which will be a condition of Experian's continued provision of the Reference Services to Client. Client agrees to comply with such changes within thirty (30) days from receipt of such notice from Reseller and such requirements shall be incorporated into this Agreement by this reference.

(i) If Reseller utilizes information from other sources, Reseller shall acquire such information from sources known as reputable in the government and private sectors and shall employ reasonable measures to understand each information source's data collection practices and policies before accepting information from that source.

(ii) Client intended uses of the Reference Services. Every Client must document their appropriate uses of the Reference Services, and Reseller shall provide the Reference Services only to those Clients whose uses meet the requirements set forth in the CEM Matrix.

(iii) Experian offers the Reference Services based upon the type of data and classifies these products as VA or VB. A VA Reference Service may include all credit header data (i.e. name, address, phone number, social security number, driver's license number, and date of birth). A VB Reference Service is limited in output and it may contain truncated data.

(iv) Client shall maintain a record of the identity of its users, the types of uses, for three (3) years after the termination of each of its Clients' relationship with the Reseller.

(v) Reseller, or any representative it designates, will have the right to examine and copy or make extracts from all such books and records and any source documents used in preparation thereof, at any time during normal business hours, provided Reseller gives Client written notice at least three (3) business days prior to any such examination.

(vi) Client shall maintain facilities and systems to protect information from unauthorized access and access in excess of authorized levels in a manner reasonably acceptable to Experian. Such methods shall include (i) physical and electronic security, (ii) use of appropriate confidentiality agreements with, and supervision of, employees and contractors, and (iii) system review at appropriate intervals to assure that employees are complying with policies ("Security Measures"). Client will, upon reasonable request, from time to time provide to Reseller written description of its implementation of its Security Measures as they apply to the use of the Reference Services and will undertake any action reasonably requested by Reseller necessary to improve its Security Measures.

(vii) Client shall have an information practices policy statement that describes what information it has, the source of such information, types of entities to whom it may be disclosed, types of uses to which it is put, procedures for the individual to opt-out, contact information, and how security of its information is handled, and shall make its policy statement available upon request.

(viii) Client shall, upon request, inform an individual about the nature of public record and publicly available information that it makes available in its products and services and the sources of such information.

(ix) Client shall provide access to Reseller to the services through which any Reference Services are disseminated at no charge for the purpose of verifying the Reference Services provided and Client's compliance with this Agreement and attachments hereto. Client shall provide all software and other materials necessary for such access at no charge.

**C. Use of Information.** Client agrees to comply with all of the following:

(i) Client hereby certifies that it will request the Reference Services and the information therein from Experian and agree to request and use the Reference Services for their own business purpose and not for the purpose of resale or distribution to any third parties. The Reference Services may be requested and used only in an attempt to (a) identify individuals; (b) verify the identity of individuals; or (c) locate or verify individuals or businesses names, addresses and telephone numbers. Client agrees that it will not request, use or resell any such Reference Services or information for any other purpose, regardless of whether permitted by law.

(ii) Client hereby warrants that it will not, either directly or indirectly, itself or through any agent or third party: (a) request, compile, store, maintain or use the Reference Services (including any of the information therein) to build its own database; (b) copy or otherwise reproduce the Reference Services (including any of the information therein); (c) resell or transfer the Reference Services (including any of the information therein) (d) resell, transmit or otherwise make available to any person the Reference Services (including any of the information therein) on or through the Internet or other generally accessible network or delivery method; (e) merge the Reference Services (or any information contained therein) with any information from any other person or entity; or (f) use the Reference Services for any other uses other than those uses expressly permitted herein without the prior written consent of Reseller.

**D. Reseller Policies and Procedures.** In addition to the requirements set forth above, Client agrees to the following:

(i) Client agrees to comply with Experian's policies and procedures as announced by Experian from time to time.

(ii) Client agrees to obtain at its expense such training and education concerning applicable legal requirements and Experian policies and procedures as Experian may reasonably request. Training made available to Client by Experian or Reseller is provided as a service to Client, and does not replace or waive Client's compliance obligations under the law, self-regulatory guidelines or this Agreement or Agreement. Client acknowledges and agrees that such training does not constitute, or substitute for, legal advice, and Client should consult with its own legal counsel.

(iii) Client will institute and maintain strict procedures for assuring that its employees do not furnish the Reference Services (or information therein) except in compliance with the requirements of this Agreement. Client will provide training and training materials to its employees to the extent necessary to assure compliance with this Agreement. Client will provide Reseller the opportunity to review and approve or disapprove all such materials prior to their use. Client will monitor its employees on an ongoing basis to assure the continued compliance with the requirements of this Agreement by the Client and will immediately discontinue the Reference Services to any employee who is not in compliance.

(iv) Client will not mislead consumers or the public, or demean directly or indirectly Reseller or Experian, its successors or assigns, the Reference Services, other services provided by Reseller or industries in which Experian, its successors and assigns do business. Client will provide Reseller the opportunity to review and approve or disapprove prior to their use or dissemination any and all advertising, marketing, sales and promotional materials, pamphlets, brochures and similar disclosures that relate directly or indirectly to Experian, its successors or assigns, the Reference Services, other services provided by Experian, or industries in which Experian, its successors and assigns do business, or that mention Experian by name.

**4. Internet Delivery.** If applicable, Reseller shall act as a head internet security designate ("Head Designate") with respect to the sale of all Reference Services from Experian's databases which are delivered over the Internet. Reseller will assign an individual the role of Head Designate who shall be responsible for establishing, administering and monitoring security access to these Reference Services for Client. Client shall notify Reseller immediately in writing of the initial assignment and any changes of the Head Designate due to transfer, termination or otherwise by completing the Head Security Designate Authorization Form. Client acknowledges and agrees that Client (a) has received the Experian Internet Security Guidelines ("Guidelines"); (b) has read and understands Head Designate obligations described in the Guidelines; (c) will communicate the contents of the Guidelines, and any subsequent updates thereto, to its Head Designate; and (d) will abide by the provisions of the Guidelines.

**A. Breach of Material Obligations.** If Reseller believes that Client has breached a material obligation contained in the Guidelines, Reseller may suspend or terminate Client's Internet access immediately by providing the Client notice of such action.

**B. Disclaimer of Warranty.** Reseller shall have no obligation or liability to client for or on account of any mechanical or other breakdown, malfunction or defect in the Internet connection accessed by Client. EXPERIAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS SECTION 4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 4, UNDER NO CIRCUMSTANCES WILL EXPERIAN HAVE ANY OBLIGATION OR LIABILITY TO RESELLER OR RESELLER'S CUSTOMER FOR ANY CLAIM, INJURY OR DAMAGE RELATING TO, ARISING OUT OF, OR RESULTING FROM RESELLER OR RESELLER'S CUSTOMER'S INTERNET ACCESS TO THE REFERENCE SERVICES.

**C. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS SECTION 4, UNDER NO CIRCUMSTANCES SHALL EXPERIAN OR RESELLER BE LIABLE TO CLIENT 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 CLIENT BY REASON OF EXPERIAN'S PERFORMANCE OR NONPERFORMANCE UNDER THIS SECTION 4, OR FOR ANY OTHER REASON, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

**1. EVALUATION OF REFERENCE SERVICES.** During the Term of the Agreement and with Experian's prior consent, Client may perform batch testing of the Reference Services. Such tests shall be performed in accordance with the terms of the Agreement and this Agreement and, and are limited to no more than one (1) batch run of 1,000 or less records per Customer and the output shall be limited to summarized statistical reports with no personal identifying information provided. The number of EDA test records through batch access shall be limited to the minimum number necessary to conduct the internal evaluation. Experian reserves the right to further limit the size of the test of EDA records due to the costs incurred by Experian for such tests. Due to existing privacy laws, Experian does not allow interactive testing of the Reference Services.

**6. CONFIDENTIALITY.** Client shall treat this Agreement as confidential information of Experian's and Reseller and Client shall not directly or indirectly disclose to any third party the terms of this Agreement, the Pricing Schedule without Experian's or Reseller's prior written consent.

**7. ENTIRE UNDERSTANDING.** This Agreement, the Pricing Schedule, Exhibits and the Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and supersede to the extent indicated all prior agreements, letters, covenants, arrangements, communications, representations and warranties, whether oral or written, by any employee, officer or representative of their party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

KCB Information Services		Client:	
By:		By:	
	Signature (Duly Authorized Rep. Only)		Signature (Duly Authorized Representative)
Title:		Title:	
	Print		Print
Address:	11 N. 6th Street, Suite A Pekin, IL 61554	Physical Address:	_____ _____ _____

**PRICING EXHIBIT  
REFERENCE SERVICES FOR RESELLERS**

Client agrees to pay Reseller for the use of the following **MetroNet and EDA** data:

**METRONET Address Search:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Includes: name, address, city/state/zip, telephone number (if available), change of address (if available), time on file, household member names and month/year of birth (if available). MNA0001 MSA0001

**METRONET Surname Search:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Surname Search includes: One "screen" of surnames (with address and telephone number) within any geographic search area (ZIP, City, State, Metro, USA). Online access provides up to 5 surnames per screen/page. MNS0011 Batch Surname Search includes: Surnames (with address and telephone number) within any geographic search area (ZIP, City, State, Metro, USA). Batch provides up to 50 surnames returned. MSS0011

**METRONET Social Sec. # Search:**                      **\$ .75 (dues paying members) \$ 1.00 (non dues paying members)**

Includes: name, address, city/state/zip for the input SSN. MNB0001 MSB0001

**METRONET Neighbor Search:**                      **\$ 1.00 (dues paying members) \$ 1.50 (non dues paying members)**

Includes: name, address, city/state/zip, phone number (if available), time on file for up to 30 neighbors. MNN0001

**METRONET Phone Search:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Includes: name, address, city/state/zip, telephone number (if available). MNP0011 MSP0001

**EDA Access:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Includes: up to 10 telephone listings with confidence codes. MEA0021

**File One Phones/Best Address:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Includes: (up to three) telephone numbers File One Phones MSF0001 Best Address Hit/Search: MFA0001 and MFB0001

**METRONET Business Search:**                      **\$ .35 (dues paying members) \$ .50 (non dues paying members)**

Includes: name, address, telephone number and SIC code. Search by business name, address, SIC code, neighbors, or phone number. Up to 5 listings returned per page. MNU0001 MSB0011

**Service Level 1 Verification Trans. :**                      **\$ .55 (dues paying members) \$ 1.00 (non dues paying members)**

Includes: Name, address, telephone number, SSN, date of birth, driver's license, OFAC, and score or business name, address, telephone number and OFAC.