



**ACXIOM CORPORATION**  
**DATA PRODUCTS LICENSE AGREEMENT**  
**('Agreement')**  
**Version: 2014-09.02**

**NOTICE TO SUBSCRIBERS:**

THIS IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. BY CHOOSING 'ACCEPT', YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH SHALL GOVERN YOUR USE OF THE PRODUCTS ORDERED. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CHOOSE 'DECLINE' BELOW OR SIMPLY RETURN TO THE PREVIOUS PAGE.

ONCE YOU ACCEPT THE TERMS OF THIS AGREEMENT AS PROVIDED ABOVE, YOU CANNOT SUBSEQUENTLY DECLINE SUCH TERMS WITHOUT THE PRIOR WRITTEN CONSENT OF ACXIOM CORPORATION ('ACXIOM').

IF YOU ARE ACTING IN A BROKER CAPACITY IN THE PLACEMENT OF ORDERS ON BEHALF YOUR CLIENT ('CLIENT'), THEN BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HEREBY CERTIFY THAT YOU HAVE THE AUTHORITY AS A LEGAL AGENT TO BIND YOUR CLIENT, WHO IS THE ULTIMATE USER OF THE PRODUCT, TO THE TERMS SET FORTH HEREIN. IN THE EVENT THAT YOU ACT BEYOND THE SCOPE OF YOUR AUTHORITY BY ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR CLIENT, THEN YOU SHALL GUARANTY YOUR CLIENT'S PERFORMANCE AND SHALL BE RESPONSIBLE FOR ANY BREACH OF THIS AGREEMENT BY YOUR CLIENT. FURTHER, YOU HEREBY AGREE TO OBTAIN YOUR CLIENT'S WRITTEN AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT WITH RESPECT TO USE OF THE PRODUCT. IN THE EVENT THAT YOU HAVE ACCESS TO OR USE OF THE PRODUCT ON BEHALF YOUR CLIENT, THEN YOUR USE OF THE PRODUCT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IF YOU WERE THE CLIENT. WHETHER YOU ARE LICENSING THE PRODUCT FOR YOUR OWN INTERNAL USE OR PLACING AN ORDER FOR YOUR CLIENT, YOU MAY BE REFERRED TO IN THIS AGREEMENT AS 'CUSTOMER.'

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**New York, NY 10017**  
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For good and valuable consideration, the sufficiency of which is hereby acknowledged, Acxiom grants to you a limited, non-transferable, non-exclusive license to use the Product (as defined below), subject to the following:

**Fees.** Customer agrees to pay the fees for the Products as set forth in the MyAcxiom system or via invoices issued by Acxiom. Company agrees that the fees for all InfoBase-X Consumer List orders are based upon estimated record counts, and invoiced charges are computed on the actual number of records. Prices will be adjusted and invoiced pursuant thereto. Cancellations or changed orders for Consumer List data prior to full processing will be evidenced by a new Order Form executed by the parties and may change the delivery date and will be subject to work-in-process charges. Orders for List data not used and canceled after processing and within five (5) days of order date shall be subject to a cancellation fee of \$7.50 per 1000 records with a \$25 minimum. Orders may not be cancelled after 5 business days from the date of the order. Changes in specifications, schedules or materials are subject to additional charges as determined by Acxiom and will be added to the invoice. All amounts are due within thirty (30) days of Company's receipt of an invoice. In the event of a good faith dispute as to the calculation of an invoice, Company shall immediately give written notice to Acxiom stating the details of any such dispute and shall promptly pay any undisputed amount. The acceptance by Acxiom of such partial payment shall not constitute a waiver of payment in full by Acxiom of the disputed amount. Any undisputed amounts not paid within thirty (30) days of receipt of invoice shall accrue interest at a rate of one percent (1%) per month or the maximum lawful rate, whichever is less. Notwithstanding anything to the contrary contained in this Agreement, failure to make timely payments shall constitute a default hereunder and shall entitle Acxiom to suspend its provision of the Products immediately and require payment in advance until Company's account is paid in full. Company agrees to pay all fees owed to Acxiom regardless of whether Company has received any payments owed to Company by the Customer or any third party. Unless otherwise specified, all charges are exclusive of taxes. Company will pay all taxes (including, but not limited to,

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sales, use, excise, value added, and gross receipts taxes) levied in connection with the Agreement (whether included on an invoice or identified during an audit), except taxes based upon Acxiom's net income, corporate franchise, business license, payroll withholding or property taxes on Acxiom-owned assets. Company is responsible for personal property taxes on Company-owned assets located at any Acxiom site. Acxiom will collect taxes from Company only in jurisdictions that Acxiom has a nexus. Company will provide Acxiom with any state tax exemptions in a timely manner. If Acxiom does not collect taxes for any reason, Company remains responsible for remitting taxes when appropriate to the applicable taxing authority as the consumer or reseller of the Products. The parties will cooperate with each other in connection with any audit, inquiry, trial, or appeal regarding taxes in connection with the Agreement, including any tax determination or exemption documentation. Company is not responsible for penalties or interest arising from Acxiom's failure to properly collect or remit taxes to the applicable tax authorities.

**Term.** The terms and conditions set forth in this Agreement shall continue in full force and effect for as long as Customer uses the consumer lists and demographic data elements and related data processing services provided pursuant to this Agreement (collectively the 'Product'). Upon the expiration or earlier termination of this Agreement for any reason, Customer shall, and if applicable, shall require its Client, at Acxiom's option, to destroy or return to Acxiom the respective Product and any copies thereof and certify in a writing to be delivered to Acxiom within five (5) business days following such destruction or return that the Customer has fully complied with the requirements of this Section. In the event that legislation or governmental regulations or the Data Owners' (as defined below) requirements limit or prohibit the delivery or use of the Product, or if, in its reasonable judgment, delivery or use of any Product would violate any such legislation, regulations or requirements, Acxiom may suspend delivery of such Product or terminate this Agreement upon the effective date of such legislation, regulations, or requirements and Customer shall discontinue using the Product.

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**Title.** Customer acknowledges that the Data shall at all times remain the intellectual property of Acxiom or the third party data owners ('Data Owners') who provided the Data to Acxiom, and that Customer has no proprietary rights whatsoever in the Data. Acxiom acknowledges that any Customer data submitted to Acxiom for processing shall at all times remain the intellectual property of Customer and that Acxiom has no proprietary rights whatsoever in such Customer data.

**Acxiom Postal Optimization Products** (*AddressAbility, Acxiom Best Address, Acxiom ChangePlus, NCOA<sup>Link™</sup>\*, LACS<sup>Link™</sup> and DSF<sup>2™</sup>\**) (Acxiom is a non-exclusive Full Service Provider Licensee of the United States Postal Service®. The following trademarks are owned by the United States Postal Service: United States Postal Service®, NCOA<sup>Link™</sup>, LACS<sup>Link™</sup> and DSF<sup>2™</sup>.) In the event that Customer receives National Change of Address ('NCOA'), LACS<sup>Link</sup> and Delivery Sequence File ('DSF') [DSF includes Second Generation Delivery Sequence File, i.e. DSF<sup>2</sup>] as part of the Products, Customer agrees that the sole permitted use of these NCOA Services is to process address lists in the preparation of mail that will be submitted to the USPS for acceptance and delivery. In connection therewith, Customer warrants that it is an entity located or operating within the United States and that it will only use mailing lists processed through the Product for mailing to addresses located within the United States. Customer understands and acknowledges that: (a) Customer must complete and execute a USPS Processing Acknowledgment Form prior to use of NCOA<sup>Link</sup> and DSF<sup>2</sup>, and (b) a minimum of 100 records per use is required by the USPS.

**Sales Restrictions.** If you are ordering Products on behalf of your Client, the following restricted sales lists shall apply:

- **Acxiom Competitors.** Customer may not place orders for, sublicense or otherwise make the Products available to the following Acxiom competitors: Experian, Equifax, Corelogic, InfoUSA, Epsilon, KnowledgeBase Marketing ('KBM'); Central Address Systems ('CAS'), Merkle and Allant Group. Acxiom may update the foregoing list at any time.

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- Personix Syndicated Data Reports. Company is prohibited from marketing and/or providing Personix analytic reports that are based upon or that utilize syndicated data to any Client that falls within the following industries: 1) media/advertising industry; 2) organizations that are advertising, promotion, media buying or direct mail agencies; or 3) organizations that are magazines, newspapers, cable, TV and radio networks, yellow page distributors, outdoor advertising, companies or ad-supported internet service and content providers in the absence of Acxiom's prior written approval, which may be withheld at Acxiom's sole and reasonable discretion.
- Nielsen/Claritas Data. Company is prohibited from marketing and/or providing such Claritas products to the following restricted entities: Applied Geographic Solutions (AGS), ASTECH InterMedia, Inc., Asterop, The Buxton Company, ChoicePoint, Comscore Networks, The Dun & Bradstreet Corporation, Environmental Systems Research Institute, Inc. (ESRI), Equifax, EuroRSCG, Experian, geoVue, Information Exchange, Inc. (IXI), including Cohorts, Information Resources, Inc. (IRI), infoUSA, including Donnelly Marketing, MapInfo Corp., Merkle, Pitney Bowes, including PB MapInfo, Thompson Associates, and MarketTech Systems, R.L. Polk, ScanUS, SitesUSA, SRC, Synergos Technologies Inc., including STI PopStats, Tactician Corporation, TARGUSinfo, including Amacai, The Gadberry Group, Tetrad, TNS Telecoms Inc., TransUnion, and Urban Science (USAI).

**Permitted Uses / Restrictions:** Customer may use the Product in accordance with the following permitted uses, subject to the restrictions set forth herein:

- The Product may be used for Customer's marketing programs to consumers and businesses, including house file enhancements, mailing list screens, modeling, and list analysis.
- The Product must reside and be used in a Customer facility within the United States.

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- The Product will not be sold, leased, rented, or otherwise provided by Customer to any third party except when Customer is acting in a broker capacity for one (1) Client.
- The Product will not be used: (i) for the benefit of a third party; (ii) in the development of any Product or services to be provided to a third party; (iii) in the conduct of any marketing campaigns promoting a third party's Product or services; (iv) in connection with any list enhancement or data appending projects performed for a third party; or (v) in look-up services.
- The Product will only be used to perform marketing through a direct mail, telemarketing, or e-mail campaign and targeted advertising served via the Internet, cable or satellite television, or cellular or wireless devices, but only as approved by Acxiom and Acxiom's digital advertising partners.
- Customer may only use the Product to (i) to determine the likelihood that an individual would be interested in or respond to a solicitation from Customer; and (ii) for affirmative advertising uses and not for exclusionary or discriminatory purposes. Customer may not use the Product as a factor in establishing an individual's creditworthiness or eligibility for (i) credit, (ii) insurance, or (iii) employment, or in connection with credit repair services.
- Customer shall not use any Product to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, pornographic products or services, illegal drug products or services, or illegal weapons.
- All marketing communications used in connection with any Product shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (ii) comply with all applicable federal and state laws, rules and regulations; and (iii) comply with all applicable privacy policies and with the Direct Marketing Association Guidelines for Ethical Business Practices, and (iv) be in good taste in

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accordance with generally recognized standards of high integrity. If requested, Client will provide Acxiom with a representative sample of any such marketing communication.

- Customer agrees that Acxiom may require complete sample mail pieces and telemarketing scripts prior to receipt of the order.
- Acxiom reserves the right to review and pre-approve the Customer's intended use of the Product prior to Acxiom's acceptance of an order.
- Customer may only use Audience Propensities Data elements: (i) to determine the likelihood that an individual would be interested in or respond to a solicitation from Customer; and (ii) for affirmative marketing uses and not for exclusionary purposes. Customer may not use Audience Propensities Data to determine eligibility for credit, insurance or employment.
- Acxiom is obligated to comply with certain restrictions and requirements placed upon the use of the Product by the Data Owners. Customer shall strictly comply with all restrictions and requirements now or hereafter imposed upon Acxiom by any Data Owner and made known to Customer in writing.
- Customer represents and warrants that: (a) it is a duly formed entity (i.e., corporation or limited liability company) in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform the Agreement; (d) the execution and delivery of the Agreement have been duly authorized; (e) any Customer Data submitted to Acxiom for processing has been legally obtained and provided to Acxiom; and (f) it maintains an information security program that has administrative, technical, and physical safeguards (that are appropriate for Customer's size and complexity, the nature and scope of Customer's activities, and the sensitivity of Customer's consumer information) sufficient to protect any Confidential

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Information disclosed to Customer by Acxiom pursuant to this Agreement. Customer further warrants that its use of the Product will be in accordance with all applicable laws and regulations, including Customer's compliance with any applicable registration requirements with state, federal, and other regulatory entities prior to Customer's use of the Product, including but not limited to registration in states for telemarketing purposes as required by each state.

- Without limitation of the foregoing, Customer shall not use the Product for credit granting, credit monitoring, account review, accounts receivable management, insurance underwriting, employment or any other 'permissible purpose' as defined by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq ['FCRA']), Federal Trade Commission interpretations of the FCRA, and similar state statutes, for permitted uses set forth in the Gramm-Leach-Bliley Act, (15 U.S.C. 6805, et seq) or applicable regulations or in a manner contrary to the Equal Credit Opportunity Act (15 U.S.C. &sect; 1691 et seq.). Customer will not in any direct mail solicitation, telephone solicitation, or survey refer to any selection criteria or any presumed knowledge about the recipient.
- Customer shall neither provide to Acxiom nor cause Acxiom to use any: (i) personally identifiable information ('PII') related to a data subject under the age of thirteen; (ii) Social Security number with or without the associated name; (iii) mother's maiden name with the associated name; (iv) driver's license or other government issued identification card numbers with the associated name; (v) telephone numbers identified as unlisted or unpublished; (vi) credit, debit card or financial account numbers with the associated name and any required PIN or access code; (vii) personally identifiable payroll/financial information, including employee identification numbers; (viii) financial data that implicates or is governed by the FCRA or similar laws, rules or regulations; or (ix) personally identifiable health information or any data that implicates or is governed by the Health Insurance Portability and Accountability Act or

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the Health Information Technology for Economic and Clinical Health Act.

- Customer will not use the Product in any manner to discontinue, cancel, or deprive any individual or group of individuals of an already existing right or benefit.

**Confidentiality.** The Product, Customer Data, this Agreement, and any proprietary or confidential information, including but not limited to user IDs and passwords made available to Customer by Acxiom in order to allow Customer access to Acxiom's FTP servers (when applicable) to retrieve Product(s), (collectively, 'Confidential Information') provided hereunder by one party ('Disclosing Party') to the other ('Receiving Party') shall be held in confidence by the Receiving Party and shall not be disclosed or used for any purpose other than as expressly provided in this Agreement without the prior written consent of the Disclosing Party. The Receiving Party shall: (a) protect the Confidential Information of the Disclosing Party with at least the same degree of care with which it protects its own confidential or proprietary information, but not less than a reasonable degree of care, and (b) instruct its employees and all other parties who are authorized to have access to the Disclosing Party's Confidential Information of the restrictions contained in this Agreement. Each Receiving Party shall limit access to the Disclosing Party's Confidential Information to its own employees, agents, contractors, Service Providers (as defined herein), and consultants strictly with a 'need to know'; provided, however, that such parties have executed an agreement with the Receiving Party with confidentiality provisions at least as restrictive as those contained herein. The parties hereby undertake to ensure the individual compliance of such employees, agents, contractors, Service Providers and consultants with the terms hereof and shall be responsible for any actions of such employees, agents, contractors, Service Providers and consultants. Receiving Party shall, as soon as reasonably practical after discovery, report to the Disclosing Party any unauthorized use of, disclosure of or access to the Disclosing Party's Confidential Information, subject to any reasonable restrictions placed on the timing of such notice by a law enforcement or regulatory agency investigating the incident; and take all reasonable measures to prevent any further unauthorized disclosure

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or access.

**Consumer Inquiries.** Customer shall be responsible for accepting and responding to any communication initiated by a consumer ('Consumer Inquiries') arising out of Customer's use of the Product. Customer agrees that it will provide 'in house' suppression to consumers, upon request by a consumer, from future marketing initiatives by Customer, and agrees to honor any such request by suppressing such consumer information from Customer's marketing solicitations. Customer may reference Acxiom as the source of the data within the Products in a written or oral communication to a consumer; provided that Customer has notified Acxiom prior to such communication and has provided Acxiom with a transcript or copy of the proposed communication. Customer shall be responsible for all damages resulting from Customer's non-compliance with this Section including, without limitation, any applicable special, incidental, indirect, or consequential damages (including punitive damages and damages for loss of goodwill). Additionally, Acxiom may, in its sole discretion and in addition to any available remedy herein or at law or in equity, terminate this Agreement without further notice.

**Mobile Ad Campaign Terms and Conditions.** The following terms and conditions shall apply to Customer's use of certain targeted advertising campaigns performed through Acxiom's partner, 4INFO, Inc. All use of Acxiom Data Products as part of the targeted advertising campaigns shall be subject to the terms and conditions of this Agreement.

- "Mobile Advertisement Campaign" means delivery of number of Views purchased by you within the specified period of time (for example, 8000 Views within 14 days).
- "Mobile Banner Advertisement" is a rectangular advertisement of size 320 by 50 pixels placed on a smartphone app, smartphone web site, tablet optimized app or web site and is linked to your own mobile optimized Landing Website.

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- "Landing Website" means the destination website that user reaches upon clicking the Mobile Banner Advertisement.
- "View" means one appearance of your Mobile Banner Advertisement on a smartphone app, smartphone web site, tablet optimized app or web site.
- "Click" represents a visit or interaction with your mobile optimized Landing Website from the Mobile Banner Advertisement
- The Mobile Banner Advertisement is delivered only as a banner at the top or bottom of screen within a smartphone app, smartphone web site, tablet optimized app or web site. To ensure that your Mobile Banner Advertisement will get the best result, we review them before your Mobile Ad Campaign launches. We reserve the right to reject submissions that contain objectionable content, misleading offers, copyrighted content belonging to others, etc. You acknowledge and agree that Advertiser retains all rights to its own creative content, text, graphics, logos that you submit for use in a Mobile Banner Advertisement, and hereby grants to 4INFO, its affiliates and exchanges and publishers a license to display said creative content, text, graphics, logos in connection with the Mobile Ad Campaign service. You are solely responsible for the accuracy, completeness, legality of all the content including contact numbers, business name, business description, marketing offers and promotions, etc. listed on the Mobile Banner Advertisement and the mobile optimized Landing Website. You acknowledge and agree to provide Landing Website URL for the Mobile Banner Advertisement to function properly. It is at the sole and absolute discretion of 4INFO and its affiliates to determine the appropriate destinations for your Mobile Banner Advertisement. 4INFO and its affiliates also reserve the right to display the Mobile Banner Advertisement any time of the day, any day of the week and any number of times per smartphone or tablet device. You acknowledge and agree to exercise caution, discretion, and judgment in using the Mobile Advertisement Campaign Service. Mobile Banner Advertisement changes on a campaign should be limited to 3 for a 14-day package, 5 for a 30-day

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package and 10 for a 90-day package. You acknowledge and agree that effectiveness of your Mobile Advertisement Campaign lies in reaching your target audience multiple times within a certain time interval and hence it is important to keep the campaign running. Any excessive stopping and restarting of the campaign will result in review of your account. You acknowledge and agree that like any form of advertising, the Mobile Advertisement Campaign offered by 4INFO guarantees only Views of your Mobile Banner Advertisement through delivery to the right buyer at the right time but not results like quantity of Clicks, phone calls or actionable leads. You acknowledge and agree that results of your Mobile Advertisement Campaign will include only number of Views delivered and number of Clicks yielded. You will not have access to any personally identifiable information like device identifiers, addresses and phone numbers of customers who saw your Mobile Banner Advertisement. You acknowledge and agree that all sales are final. No cancellations or refunds permitted once your Mobile Advertisement Campaign is underway.

- **Digital Distribution Services.** Acxiom will provide its Collaborative Targeting services (the '**Services**') to enable Company either directly as an Advertiser, or indirectly, as an agency for the performance of services on behalf of its contracted principal End User clients (each an 'Advertiser'), to target audiences on behalf of Advertisers against databases of users of online, television, telephone, wireless and other digital properties of its selected partner(s) (each a '**Partner**') for the creation of targeting files as below. Unless otherwise mutually agreed in writing on a per Advertiser basis, Acxiom will only work directly with Company pursuant to each order for the Services. Acxiom's delay or non-performance of the Services shall be excused if and to the extent resulting from Company's failure to timely respond to relevant requests or to perform its responsibilities under this Attachment. Company shall pay Acxiom for Services actually performed prior to and during any such period

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of non-performance or delay by Company.

- Company shall neither provide to Acxiom nor cause Acxiom to use any Sensitive Data for use with the Services. 'Sensitive Data' shall mean: (i) PII related to a data subject under the age of thirteen (13); (ii) Social Security number with the associated name; (iii) mother's maiden name with the associated name; (iv) driver's license or other government issued identification card numbers with the associated name; (v) telephone numbers identified as unlisted or unpublished; (vi) credit, debit card or financial account numbers with the associated name and any required PIN or access code; (vii) personally identifiable payroll/financial information including employee identification numbers; (viii) any data that implicates or is governed by the Fair Credit Reporting Act (aka 'FCRA'); or (ix) personally identifiable health information or any data that implicates or is governed by the Health Insurance Portability and Accountability Act (aka 'HIPAA') or the Health Information Technology for Economic and Clinical Health Act (aka 'HITECH').
- Company represents and warrants that: (i) Company is the authorized agent of each Advertiser and that it will require each Advertiser to agree to all Advertiser requirements as set forth in this Agreement; (ii) the Company proprietary information provided and used in conjunction with the Services has been legally obtained by both Company and the applicable Advertiser(s); (iii) Company has the right to provide such information to Acxiom; and, (iv) to the best of its knowledge, the Services will not cause or require Acxiom to unknowingly violate any applicable law, rule or regulation.
- Either party may suspend the Services if, in its reasonable judgment, the performance of the Services would be illegal or otherwise in violation of any applicable laws, rules or regulations. Such a suspension of Services shall not constitute a default under this Attachment. In such cases, the parties agree to use commercially

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reasonable efforts to find and implement an alternative method of performing the Services.

- EXCEPT AS OTHERWISE STATED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **SCOPE OF SERVICES.** Dependent on the Company-selected Partner(s) and the processes applicable to each Partner's version of the Services, the following processing, file creation and delivery scenarios will be performed.
- Where Company is permitted to use the services in connection with targeted advertising on Facebook:
  - Company must acknowledge and agree that (i) its ad purchases from Facebook in connection with the services are subject to separate terms and conditions between Company (or its Advertiser, as defined below) and Facebook, including Facebook's Advertising Guidelines (currently accessible at [https://www.facebook.com/ad\\_guidelines.php](https://www.facebook.com/ad_guidelines.php), as updated by Facebook from time to time); and (ii) Facebook is an intended third party beneficiary of the terms and conditions set forth in this Section with the right to enforce its terms directly against Company.
  - Company must represent, warrant and covenant that: (i) it has and will provide to Acxiom all data to be used in connection with the services ("Advertising Data") in compliance with applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer) and Company's (or the applicable Advertiser's) applicable privacy policies; (ii) it has provided proper notice and secured proper consent for the collection and use of Advertising Data in connection with the services; and (iii) it has procured all rights and licenses, and has all power and authority, necessary to provide the Advertising Data to Acxiom, and

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grant the rights granted to Acxiom, without the additional consent of any additional third party.

- Where Company uses the services for the benefit or on behalf of its client(s) (each an "Advertiser"), Company will, as applicable, either comply or cause Advertiser to comply with all requirements in the foregoing Section. Further, Company represents, warrants and covenants that: (i) it is the authorized agent of such Advertiser(s) (as principal[s]) and has the legal authority to bind such Advertiser(s) to the applicable requirements of the services; and (ii) Company is authorized to make all decisions and take all actions related to Advertiser's account as related to the services through a written agreement with Advertiser that provides Company with such authority. Company shall defend, indemnify and hold harmless Facebook, Facebook's affiliates, and their respective directors, officers, employees and agents from any and all claims, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) resulting from or relating to Company's actual or alleged breach of the representations, warranties and covenants set forth in this section.

• **Services Options.**

- 1 Acxiom Internal Processing. Acxiom will process and match Company-provided Source File(s) (as defined below) against its Partners' databases as maintained by Acxiom. The resulting matches will be used to create an output file ('Selection File') that Acxiom will provide to the designated Partner(s). The Selection File will contain only the Partner IDs and code(s) (as provided to Acxiom) indicating the appropriate campaign segment(s); Acxiom may also append licensed Acxiom data products elements to the Selection File as permitted and requested by the applicable Partner. The Selection File(s) will be used by Acxiom solely to perform the Services as described herein.
- 2 Partner Onsite Match Processing. Acxiom will process Company-provided Source File(s), remove any PII, append the selected Partner's user

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codes to the file, and send this file to the applicable Partner. The Partner will match the appended user codes to their internal database via an Acxiom application hosted behind the Partner's firewall.

Partner shall retain the Acxiom-provided file for such timeframe as agreed between Company and Partner.

3 Partner Hash Processing. Acxiom will one-way hash Company-provided Source File(s) and create a Selection File(s) containing the hashed data and the associated segment codes. Acxiom will provide this file to the applicable Partner(s) for use by the Partner in performance of Partner's internal match processing for targeting services. Partner will retain the Acxiom-provided hashed file for continued use for such timeframe as agreed between Company and Partner.

• **Source File Requirements.** Each 'Source File' will be provided to Acxiom by or on behalf of Company. A Source File contains an Advertiser's campaign segment files as desired for targeted advertising campaigns. A Source File will contain U.S. consumer records only and must contain at least one of the following elements for each record: (i) complete name and address (first and last name, address, city, state and ZIP Code™); (ii) email address; and/or (iii) telephone number. An Advertiser ID may also be included for each record in a Source File. Inclusion of an Advertiser ID is required if Acxiom will be performing post-campaign analysis or reporting services as described in Section 2.6 of this Schedule of Services. Source Files may include customer records or prospect records.

1 Company will ensure that all Source Files: (i) contain information properly collected and provided to the applicable Advertiser in accordance with law and the Advertiser's applicable privacy policies and terms of use (including, but not limited to, clear disclosure to the consumer that such information may be provided to a third party for use such as the services contemplated herein); (ii) will be provided to Acxiom in the layout specified by Acxiom and communicated

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to Company; and (iii) will be delivered to Acxiom via FTP using the FTP address and the user name and password provided to Company by Acxiom and using the file naming convention specified by Acxiom.

2 Customer Source File. Company will ensure that all customer record-based Source Files contain records for consumers with which the applicable Advertiser can reasonably demonstrate an existing business relationship ('Existing Customers') (for clarification, Existing Customers do not include consumers that merely contacted the Advertiser).

3 Prospect Source File. Company will ensure that all Prospect Source Files contain information collected by or directly on behalf of the applicable Advertiser and are not purchased or rented lists. If an Advertiser wishes to use a purchased or rented prospect list as a Source File, prior to submitting such list to Acxiom as a Source File, Company may submit a request to Acxiom for such usage including information on the originating source of the prospect list, collection dates, and the terms and disclosures provided to the consumer at the time of collection. Acxiom will evaluate the information provided and may decide in its sole discretion to allow or decline use of a purchased or rented list with the Services.

- **Pre-Processing Requirements.** Acxiom will review all Source Files for readability, usability and quality assurance. If such review process reveals errors in a Source File (including, but not limited to, incorrect format, layout or naming conventions), Acxiom will notify Company, at which time Company will work with the applicable Advertiser to review and resolve such errors, and resend the Source File to Acxiom with all errors corrected.
- **Acxiom Source File Processing (applicable to all Services Options).** Where necessary and at Acxiom's discretion, Acxiom may perform any or all of the following processing services on any Source File. All such

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processing is performed for Acxiom's internal use only to facilitate the matching processes described in Section 1.1 above, and no processed Source Files or Acxiom data used in conjunction with such processing will be provided to Company or any Advertiser.

1 Address Hygiene and Standardization. Acxiom may convert and normalize Source File data and apply Acxiom's AddressAbility® address standardization product and processing to Source File records.

2 AbiliTec® Process. Acxiom may apply its standard AbiliTec processing (including AbiliTec Link append) to the records within a Source File. AbiliTec is Acxiom's proprietary consistent consumer record linking technology. Acxiom will use AbiliTec to generate output files that contain the Partner(s)' IDs that match to the Source File(s).

3 Reverse Email Append. Acxiom may process Source File records containing an email address through Acxiom's Reverse Email Append. Reverse Email Append processing may provide a physical address to be used in conjunction with the AbiliTec Process described above and will only be used internally by Acxiom as necessary to facilitate performance of the Services.

4 Reverse Phone Append. Acxiom may process Source File records containing a telephone phone number through Acxiom's Reverse Phone Append. Reverse Phone Append processing may provide a physical address to be used in conjunction with the AbiliTec Process described above and will only be used internally by Acxiom as necessary to facilitate performance of the Services.

• **Processing Output.**

1 Files. Acxiom will output either a Selection File or other file as described in Section 1.1 above. Acxiom will provide such file(s) to the designated Partner(s). At no time will any of these files will be provided to Company or the applicable Advertiser.

2 Reports. For Acxiom internal processing as described in Section 1.1(a), Acxiom will provide Company with a summary report of matched

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record counts to the selected Partner database(s). For processing performed pursuant to Section 1.1(b) or Section 1.1(c), Company must request matched record count reporting directly from the applicable Partner(s).

- **Post-Campaign Analysis and Reporting.** Company may request that Acxiom perform post-campaign analysis and reporting using the applicable Source File and transaction files to be provided by Company to Acxiom following the campaign.

1 Standard reporting requires that Company provide Acxiom with Advertiser's transaction files, which must be submitted with the same Advertiser ID originally included with the Source File. All transaction file(s) must be in pipe-delimited format. Additional fees will be incurred if the transaction file(s) are not submitted in accordance with the requirements of this Section 1.6 or if Acxiom is required to correct the transaction file(s).

2 Company may provide up to ten (10) numeric measures for standardized post-campaign analysis of a transaction file(s) (as described in Section 1.6(a)). These measures will be calculated based on the business rules of the report for test and control audience measurement and performance. Standard post-campaign analysis reporting will not perform any other function on these fields.

3 For certain Partners, Acxiom is required to provide post-campaign analysis reporting to such Partners prior to providing such reporting to Company.

#### **Additional Terms**

**Out of Scope.** Any services or requirements not specifically provided for herein are expressly excluded and are considered outside the scope of Services being provided pursuant to this Schedule of Services.

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**Processed Files.** Except as described below, at no time will Acxiom provide processed Source Files to Company or Advertisers. Acxiom will destroy a processed Source File and, upon Company's written request, certify such destruction in writing upon the earlier of: (i) termination or expiration of this Attachment 2; (ii) six (6) months following Acxiom's processing of the Source File; or (iii) as otherwise indicated by Company in writing, Should Company or an Advertiser wish to receive the processed Source Files, Acxiom and Company will execute an amendment to the Schedule providing the terms, conditions and pricing for Company's or Advertiser's receipt and use of the processed Source Files, or Acxiom may require that Advertiser execute an agreement directly with Acxiom for licensing of the data used to process the Source File(s).

**Services Fees and Invoicing.** Company will contract directly with and be invoiced by the applicable Partner(s) for media buy(s)/resulting campaigns for the applicable Advertiser(s). Any invoiced fees shall be payable in accordance with the Schedule and/or the Agreement.

**Partner Reporting.** Company hereby acknowledges and agrees that any Partner with which Company engages in audience targeting using the Services will provide to Acxiom detailed billing and invoice information for media buys between Partner and Company on behalf of the Advertiser. Such reports shall remain the confidential information of Company, Advertiser and the applicable Partner and will only be used by Acxiom for billing and invoicing between Acxiom, Partner, and Company (as applicable).

- **e-Mail Products - e-Mail Append.** If Customer receives e-Mail Append Data, then in addition to the terms and conditions set forth above, the following terms shall apply to use of the e-Mail Append Data:

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- The Product may be used for End User's marketing programs to consumers. If used to market to a consumer, the Product may only be used to market to those consumers with whom Customer can reasonably demonstrate an existing business relationship ('Existing Customers'). An Existing Customer does not include consumers that merely contacted End User. Each Existing Customer record submitted for processing must contain a full name and street address.
- All marketing communications used in connection with any list or data element provided to Customer shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (ii) comply with applicable federal and state laws, rules and regulations; (iii) comply with applicable privacy policies and with the Direct Marketing Association ('DMA') Guidelines for Ethical Business Practices and (iv) be in good taste in accordance with generally recognized standards of high integrity.
- Any e-mail deployed by Customer using data from the products will: (i) contain an opt-out provision; (ii) identify Customer and provide a valid physical address; (iii) comply with applicable law with respect to communications of such nature; and (iv) clearly express the intent of the e-mail communication.
- If requested, Customer will provide Company and/or the Data Owner with a representative sample of any marketing communication made using the Products.
- Upon termination of this Agreement, Customer shall not be required to destroy any name, address, email address or telephone number data from the Product, but continued use of such data shall remain subject to the terms of the Agreement and this Agreement, both of which shall remain in full force and effect, until such time as such information has been independently verified by Customer by means other than the use of such data, and Customer has established a direct relationship with the

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consumer to which the information applies. At such time, all independently verified information shall be deemed to be End User's information and shall no longer be subject to the restrictions described in the Agreement and this Agreement. Notwithstanding anything to the contrary in the foregoing, Acxiom shall have no liability to Customer for any such continued use of the information as described herein.

- **e-Mail Products - Consumer Inquiries and Complaints.** Customer shall be responsible for accepting and responding to any communication initiated by a consumer, consumer advocacy group, anti-spam advocacy group or ISP arising out of End User's use of the Products provided hereunder. Every customer who requests to discontinue receiving marketing email communications from Customer shall be unsubscribed as soon as practicable from End User's list, but in no event more than ten (10) business days from receipt of the complaint or request. Customer shall respond to complaints as needed, either to the complaining consumer, advocacy group or the ISP postmaster who has sent the complaint, as applicable. If asked by a consumer about the source of the consumer's email address, Customer shall, in addition to the requirements established in Section 9 of the Agreement

nt: (i) unsubscribe the consumer as soon as practicable from receiving commercial email from Customer and inform the consumer of the same; (ii) communicate a response to the effect that 'you have been unsubscribed and we are researching your request'; and (iii) contact Company and the Data Owner so that a factually correct explanation that is suitable for the consumer can be provided.

- **e-Mail Products - Additional Warranty Terms:** Data Owner warrants that the data in the Products has been legally obtained/collected pursuant to appropriate provisions of notice and disclosure ('Notice') made to the consumer, and that the use and disclosure of the data pursuant to the Agreement is in accordance with such Notice. End User. Customer warrants that: (i) its provision of Customer Data to Company and the Data Owner

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hereunder does not violate any laws, intellectual property rights of any third party, or End User's published privacy policies or notice and disclosure statements under which a consumer's data was collected; (ii) all consumer records submitted for processing are Existing Customers; (iii) Customer shall not use any email data delivered from the product to send an email to any consumer who has submitted an opt-out or unsubscribe request to Customer electing not to receive commercial email communications from Customer or has otherwise requested Customer not contact such consumer by email.

**Third Party Processor.** Customer may provide its own or its Client's file as enhanced with the Products to Customer's third party service bureau processor, mail house or marketing consultant (each a '**Service Provider**') who are performing services for Customer in connection with Customer's or its Client's use of the Products; provided that prior to delivery of the Products to the Service Provider, Customer shall have obtained the Service Provider's written agreement to: (a) hold the Products in strict confidence; (b) use the Products only in connection with such services; (c) not translate the Products into another format or language, or decompile or reverse engineer the Products, and (d) not sell, rent or otherwise provide the Products to any third party.

**Delivery Of The Data.** Acxiom shall provide the Product via the Internet, or otherwise as the parties may agree. You acknowledge that certain mechanical or software failures may render the Internet or telecommunications link unavailable for periods of time and that Acxiom may not be able to provide advance warning to you of such impending downtime. Acxiom shall use reasonable efforts to provide you with advance notice of downtime.

**Remedies.** Acxiom's sole obligation and Customer's exclusive remedy for any claim of defective data or data processing services that is made known to Acxiom by written notice from Customer describing any errors in sufficient

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detail with any necessary backup information or documents shall be to correct the data or reperform the services in question without charge. Customer acknowledges that some corrections of errors in the data shall be dependent on the availability of same from the source of the applicable data.

**Warranty Disclaimer/Limitation of Liability.** The Products may be subject to transcription and transmission errors, accordingly, the Products are provided on an 'as is,' 'as available' basis. Any use or reliance upon the Product by Customer shall be at its own risk. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER ACXIOM NOR THE DATA OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER WITH RESPECT TO THE SERVICES, DATA, OR THE MEDIA ON WHICH THE DATA IS PROVIDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACXIOM'S AND THE DATA OWNER'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY, WHETHER FOR NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT OR SERVICES TO WHICH THE INCIDENT RELATES. IN NO EVENT SHALL COMPANY OR DATA OWNER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO LOST INCOME OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

**Indemnification.** Customer shall defend, indemnify and hold harmless Acxiom from and against any and all claims, demands, judgments, liability, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from Customer's or its Client's or Third Party Service Provider's misuse or unauthorized use of the Product.

**Audit/Non-Compliance.** Acxiom reserves the right to audit any and each of your computer systems and applicable business records to ensure your compliance with the terms and conditions of this Agreement. Similarly, Acxiom may monitor your use of the Product. Acxiom reserves the right, in its sole discretion, to immediately suspend your use of the Data in the event of any suspected or actual violation of the terms of this Agreement.

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In the event an audit reveals that you are not in compliance with the terms and conditions of this Agreement, you shall be responsible for the costs of the audit, as well as any and all damages resulting from such non-compliance including, without limitation, any special, incidental, indirect, or consequential damages whatsoever (including punitive damages and damages for loss of goodwill).

**Governing Law/Jurisdiction.** This Agreement shall be governed by the laws of the State of Arkansas, U.S.A., without regard to conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**Force Majeure.** Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond the reasonable control of the party delayed.

**Electronic Communication.** The parties may communicate with each other by electronic means. The parties agree to the following for all electronic communications: an identification code ('USERID') contained in or with an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that is sent with or contains a USERID is a signed writing; and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

**General Provisions.** If any part of this Agreement is found void and unenforceable, the balance of the Agreement shall remain valid and enforceable according to its terms. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing, signed by an authorized representative of Acxiom. This Agreement is the complete and exclusive statement of the

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agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

**Survival of Terms** Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to confidentiality, limitation on liabilities, and indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

Please indicate your acceptance or declination of the foregoing terms and conditions by clicking on the appropriate box below.

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