

EUS 7-2-2020

**EXPERIAN  
STANDARD TERMS AND CONDITIONS  
(CONSOLIDATED)**

EUS A27-26-013

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between Experian Information Solutions, Inc. ("Experian") and Indiana Secretary of State ("Agency").

**1. Agreement.** The STAC contains the standard terms and conditions applicable to Experian's provision of products and services (collectively, the "Services") to Agency. Additional terms and conditions specific to the Services ordered by Agency are set forth in individual schedules attached hereto and incorporated herein (each, a "Schedule"). The STAC, together with the Schedules, and any other documents incorporated or referenced herein or in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified. "Users" means Agency employees, and Agency's agents and contractors approved and authorized by Experian to use the Services, on behalf of Agency in accordance with the terms of the Agreement.

**2. Fees and Payment.** Agency shall pay Experian for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Agency before such revision or amendment becomes effective. If Agency requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Experian has commenced work, Agency agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Agency agrees to pay Experian the full price for such Services. Experian's invoices will be deemed to be correct and acceptable to Agency unless Agency advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Agency fails to pay any invoice in accordance with the foregoing terms, Experian reserves the right to suspend the Services and Agency also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include applicable federal, state, local, or foreign sales or use taxes, and Agency will pay or reimburse Experian for such taxes.

**3. Data; Confidential Information.**

**A. Experian Data.** The parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a consumer, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of Agency to Experian and is included in Experian databases, (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Experian to Agency (including, without limitation, business credit data, marketing data, and test data from Experian's STAR<sup>SM</sup> database or other test databases), and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Experian Data"). Agency represents and warrants that it shall not resell the Experian Data, and that it shall only access, receive and use the Experian Data in the manner explicitly permitted in a Schedule.

Agency agrees to treat Experian Data responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, or any other person with access to Experian Data. Agency shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Agency's size and complexity, the nature and scope of its activities, and the sensitivity of the Experian Data. Such safeguards shall, at minimum, be reasonably designed to (i) ensure the security and confidentiality of Experian Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Experian Data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Agency shall, at a minimum, comply with Experian's standard security requirements with respect to Experian Data, and to the extent applicable to Agency's access and use of the Services. Agency shall promptly notify Experian of any unauthorized access, use or disclosure of Experian Data.

**B. Agency Data.** Any non-public data or information provided by or on behalf of Agency to Experian in connection with Agency's request for the Services and which does not constitute Experian Data ("Agency Data") is and shall continue to be the exclusive property of Agency. Except as otherwise permitted in a Schedule, Experian agrees to (i) use Agency Data only for purposes of providing the Services to Agency, and (ii) take reasonable steps to maintain the confidentiality of Agency Data and prevent unauthorized access, use or disclosure of Agency Data.

**C. Confidential Information.** Agency and Experian agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Agency and Experian each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary, or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include Experian Data or Agency Data. Without limiting the generality of the foregoing, the parties agree that Experian's Confidential Information includes the confidential, proprietary, and trade secret information of Experian, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Experian PINs, pricing structures, and application programming interfaces, (ii) the Agreement, and (iii) any other types of information applicable to the Services as maybe identified in a Schedule; and (iv) any copies or derivatives of such information.

**D. FCRA Use.** Agency will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*, as amended (the "FCRA"). Without limiting the foregoing, Agency certifies that Agency will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law. Permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. Agency further certifies that it will comply with all requirements of the FCRA applicable to it. If Agency has purchased a consumer report from Experian in connection with a consumer's application for credit, and the consumer makes a timely request of Agency, Agency may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

**E. Death Master File.** Agency acknowledges that many Experian Services contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Agency certifies that consistent with its applicable FCRA or GLB use of Experian Services, Agency's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Agency further certifies that it will not take adverse action against any consumer without

further investigation to verify the information from the deceased flag or other indicia within the Experian Services. Capitalized terms not otherwise defined here shall have the meaning set forth in the Agreement.

#### 4. Retained Rights; Access and Use.

**A. Retained Rights.** Agency acknowledges that Experian has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Experian Data, Experian Confidential Information, and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Agency agrees that the Services, documentation, all data in Experian's databases and any other intellectual property that are part of the Services or related to the Services are owned by Experian (or its licensors or providers, as applicable), and Experian reserves and retains all rights title, and interest in and thereto. Nothing contained in the Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, Experian Data or Experian Confidential Information. Agency shall not acquire any license to use the Services, Experian Data or any Experian Confidential Information in excess of the scope and/or duration described in the Agreement.

All rights and interest to derivative works, modifications, additions or improvements to the Services, the underlying software, and the Documentation will remain with and are hereby assigned to Experian, by Agency for itself and on behalf of its Users, regardless of inventorship or authorship, and regardless of the Party suggesting or making the derivative work, modification, addition or improvement. Further, Experian owns all rights, title and interest in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Agency or its Users relating to the features, functionality or operation of the Services.

**B. Access and Use.** Agency represents and warrants to Experian that it shall only access and use the Services and Experian Data for Agency's own internal business and solely in the manner explicitly permitted in the Agreement. STAR<sup>SM</sup> or other test data, including any test documents or records derived from such data, shall only be used to run queries for purposes of ascertaining the performance of Agency's credit reports and/or fraud prevention systems.

Agency agrees that it shall not, and shall not permit Users to:

- (i) change, modify, copy, add code, create derivative works based on any aspect of the Services, or otherwise alter the Services in any manner;
- (ii) reverse engineer, disassemble, decompile, in any way attempt to recreate, obtain, perceive or derive the source code of, or translate the Services;
- (iii) use, transform, modify, assess or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian;
- (iv) distribute, publish, transmit or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Services or Experian Data;
- (v) allow any third party to access the Services or the Experian Data (including evaluation results);
- (vi) sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Services or the Experian Data;
- (vii) use the Services or Experian Data to identify or solicit potential customers for its products or services;
- (viii) request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian;
- (ix) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights;
- (x) gain or attempt to gain unauthorized access to, disrupt the integrity or performance of, or damage, disable, overburden or impair the operation of the Services or the data contained therein;
- (xi) upload to the Services or use the Services to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
- (xii) access the Experian for the purpose of building a competitive product or service or copying its features or user interface;
- (xiii) use or permit the use of the Services for purposes of product evaluation, benchmarking or other comparative analysis without Experian's prior written consent, or
- (xiii) permit access to the Services by a direct competitor of Experian.

Agency acknowledges many Services provided to Agency by Experian contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Agency certifies that consistent with its applicable FCRA or GLB use of the Services, Agency's use of deceased flags or other indicia within the Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Agency further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Services.

#### C. Intentionally Omitted.

**5. Compliance; Inquiries.** Experian shall comply with all federal, state and local laws, rules and regulations applicable to Experian as a provider of the Services. Agency shall comply with all federal, state and local laws, rules and regulations applicable to Agency's access, collection, use, storage, transmission and provision to Experian of Agency Data, and Agency's access, receipt and use of the Services and Experian Data. Experian reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third-party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Agency.

When accessing Services, Agency certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by Experian. Agency will enter all requested Agency and type code information when requesting Services. Experian may use Agency's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations. Agency will be responsible for installing the necessary and security codes to prevent unauthorized access to an Experian database.



**6. Domestic Access and Use.** Agency shall not access, transfer, or use the Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian. Agency shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its Users.

**7. Term; Termination.** The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon any termination of the Agreement or a Schedule, Agency shall immediately cease using the applicable Services, Experian Data and Experian Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Agency shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by Experian immediately upon written notice to Agency if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Agency are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement or a Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Schedule shall not relieve Agency of its obligation to pay for any Services performed or provided by Experian under the Agreement or any Schedule.

**8. Suspension of Services.** Experian may immediately suspend its performance of the Services upon written notice to Agency if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Agency are being used or disclosed contrary to the Agreement. Experian may suspend such performance until such time as Agency delivers to Experian an adequate assurance of future performance by Agency in accordance with the terms and conditions of the Agreement.

**9. Limited Warranty; Disclaimers.** Experian warrants to Agency that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN AGENCY WITH RESPECT TO THE SERVICES OR EXPERIAN DATA, WHICH (ALONG WITH ANY THIRD PARTY SERVICES) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY OTHER WARRANTY. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER (INCLUDING ANY THIRD PARTY SERVICES OR DATA), AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN SERVICES OR ANY THIRD PARTY SERVICES IT PROVIDES UNDER A SCHEDULE HERETO TO BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL PROGRAMMING ERRORS WILL BE CORRECTED, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET AGENCY'S REQUIREMENTS.

AGENCY ACKNOWLEDGES AND AGREES THAT WHERE EXPERIAN IS DELIVERING THIRD PARTY SERVICES THROUGH THE SERVICES, EXPERIAN IS OPERATING AS A RESELLER OF SUCH THIRD PARTY SERVICES AND THAT EXPERIAN CANNOT AND WILL NOT BE A GUARANTOR OF THE ACCURACY OR RELIABILITY OF SUCH THIRD PARTY SERVICES. EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY SERVICES DELIVERED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE SECURITY OF THE THIRD PARTY SERVICES.

EXPERIAN MAKES NO WARRANTIES AS TO HARDWARE, SOFTWARE, AND NETWORK INFRASTRUCTURE NECESSARY FOR AGENCY TO CONNECT TO, ACCESS OR OTHERWISE USE THE SERVICES, INCLUDING THE COMPATIBILITY OF THE FOREGOING WITH THE SERVICES.

**10. Acceptance.** Agency acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Agency and not Experian. Agency agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Agency reasonably determines that the Services do not meet Experian's obligations under the Agreement, Agency shall so notify Experian in writing within ten (10) days after access to or receipt of the Services in question. Agency's failure to so notify Experian shall mean that Agency accepts the Services or the performance of the Services as is. If Agency so notifies Experian within ten (10) days after access to or receipt of the Services, then, unless Experian reasonably disputes Agency's claim, Experian shall, at its option, either re-perform the Services in question or issue Agency a credit for the amount Agency paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES AGENCY HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE AGENCY'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

**11. Limitation of Liability; Indemnification.**

AGENCY AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY AGENCY TO EXPERIAN UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. AGENCY COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. AGENCY FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES EXPERIAN CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

SUBJECT TO THE LIMITATION OF LIABILITY LANGUAGE ABOVE AS PROVIDED IN SECTION 11, EXPERIAN AGREES TO DEFEND AGENCY AGAINST ALL THIRD PARTY CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS ("CLAIMS") INCURRED BY AGENCY PURSUANT TO EXPERIAN'S PROVISION OF SERVICES, TO THE EXTENT CAUSED BY EXPERIAN AND ARISING FROM EXPERIAN'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT PROVIDED THAT (A) AGENCY AGREES TO PROMPTLY NOTIFY EXPERIAN IN WRITING OF ANY CLAIM; (B) EXPERIAN SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL THE DEFENSE AND ALL NEGOTIATIONS FOR ANY SETTLEMENT OR COMPROMISE; AND (C) AT EXPERIAN'S REQUEST, AGENCY SHALL REASONABLY ASSIST EXPERIAN IN THE DEFENSE OF ANY SUCH CLAIM.

**12. Waiver; Severability.** Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

**13. Audit.** Agency will have the right to audit Experian's billing records relating to Agency to assure compliance with the terms of the Agreement. Experian will be responsible for assuring full cooperation with Agency in connection with such audits and will provide Agency or obtain for Agency access to such billing records as Agency may reasonably require for such purpose. In connection with any such audits of Experian's billing records, Agency shall at all times comply with applicable law and Experian's security procedures and confidentiality requirements. In addition, Agency's right to audit Experian shall be subject to each of the following: (a) written notice to Experian of not less than ten (10) business days; (b) an agreed-upon statement between Experian and Agency of the scope of any such audit; (c) Experian's ability to participate in the audit; and (d) a post-audit conference whereby Experian and Agency will discuss the results and mutually agree upon any commercially reasonable changes to be made with respect to such audit. Under no circumstances shall Agency have the right to audit, or otherwise access or view, Experian Data or any of Experian's databases.

**14. Successors and Assigns; No Third-Party Beneficiaries.** Agency shall not assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations under it, or purport to do any of these things, or any interest relating to the Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Agency without such approval shall be null and void *ab initio*. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of Agency constitutes an assignment of the Agreement. Without the prior written consent of Agency being required, Experian may use subcontractors to perform any of its obligations under the Agreement, and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than Experian and its affiliates, and their respective successors and assigns) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an Experian affiliate) or a permitted successor assignee of such party.

**15. Excusable Delays.** Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Agency, and Agency may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

**16. Choice of Law.** The Agreement is governed by and construed in accordance with the internal substantive laws of the state of California, without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, proceeding brought by a party in any way arising out of or relating to the Agreement shall be brought in the federal or state courts located in Orange County, California.

**17. Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and Agency shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.

**18. Complete Agreement.** The Agreement, as supplemented or amended by any Schedules, Addenda, and Exhibits attached hereto, set forth the entire understanding of Agency and Experian with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

**19. Amendments.** The Agreement may only be amended in writing signed by authorized representatives of both parties.

**20. Survival.** The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 20, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

**21. Advertising/Publicity/Proprietary Designations.** Neither party will use any trade name, trademark or service mark of the other party, or issue any news release, public announcement, advertisement, or any other form of publicity or marketing concerning the other party or the existence or terms of the Agreement, without the prior written consent of the other party.

**22. Authority to Sign.** Each party represents that (i) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (iii) if it signs the Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Agency and Experian sign and deliver the STAC as of the Effective Date set forth below on page 5.



IN WITNESS WHEREOF, Agency and Experian sign and deliver the STAC as of the Effective Date set forth below.

<p>DocuSigned by:  <b>Experian Information Solutions, Inc.</b></p> <p>By: <u>Mike Hodge</u>  <small>8E15F43697834CA...</small></p> <p>Signature (Duly Authorized Representative Only)  Mike Hodge</p> <p>Name: _____</p> <p>Title: <u>Commercial Counsel - Public Sector</u></p> <p>Effective Date: <u>Oct 21, 2025   8:22 AM PDT</u></p> <p>Physical Address for Notice:  Experian 475 Anton Boulevard, Costa Mesa, CA 92626  Attn: Public Sector Contracts</p>	<p>Print or Type Full Legal Name of Agency</p> <p>By: <u>[Signature]</u></p> <p>Signature (Duly Authorized Representative Only)</p> <p>Name: <u>GEROLD A. BONNET</u></p> <p>Title: <u>DEPUTY SECRETARY of STATE</u></p> <p>Physical Address for Notice: <u>200 W WASHINGTON ST</u>  <u>INDIANAPOLIS, IN 46204</u></p> <p>Attn: <u>BONNET</u></p>
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EOS 727-26-013

**Project Addendum to the Experian Standard Terms and Conditions (Consolidated)**

**PROJECT: Indiana Secretary of State Voter List Maintenance**

**Permissible Purpose:** GLB Exemption: To protect against or prevent actual or potential fraud, unauthorized actions, claim or liability.

**SERVICES TO BE PROVIDED: TrueTrace**

**Consumer Data Source**

The project will use program participant data supplied. The consumer's Personally Identifiable Information (PII) provided to Experian may include:

- Name (first, last) \*
- Address\*
- Date of Birth
- Social Security Number (full 9)
- Phone if available
- \*Minimal required

**1. Project Timing**

A mutually agreeable project plan and schedule will be developed within 30 days of Addendum signature.

**2. Pricing**

	1 year contract – 4.5M voters
Total annual one-time cost for 2 batches per year. Pricing is subject to Experian product and data use terms.	\$70,560.00

**3. Product Specific Terms and Conditions**

The Schedules, Attachments and Addendums in this section of the Project Addendum are effective on the date signed below by the Client. These Schedules and Addendums are incorporated and made a part of the Experian Standard Terms and Conditions (Consolidated) between Experian and Client ("STAC"). Capitalized terms not defined in this Section or the Attachments will have the meaning set forth in the STAC.

**Data Contribution.** If Client contributes information on its credit experience with consumers, including updates thereof, (collectively "Client Records") to Experian, Client agrees to make Client Records available to Experian at mutually agreeable times and format, in accordance with Section 623 of the FCRA. Client shall provide Client Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. Client shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Client shall bear the expense of preparing and delivering Client's Records to Experian. Experian may incorporate, at Experian's expense, Client Records into its credit reporting system. Information, once incorporated and merged with other contributed data, will be Experian's exclusive property. Client shall retain ownership in information used to compile its Client Records. At Experian's request, Client will promptly reinvestigate and verify the accuracy of Client Records. Experian may use Client Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies individuals as Client's customers. Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps Client collect on debt, it is a disservice to credit grantors for Experian to allow the deletion of this valuable collection information. For these reasons, if Client is

deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Client Records from Experian's credit reporting system.

**Third Party Processors.** In the event Client chooses to use a third party to perform certain data processing or model building services, the parties understand and acknowledge that the third party shall be acting on behalf of Client. Client will cause the third party to (i) handle, process, and possess all Experian provided data in accordance with this Agreement, and (ii) sign a Third Party Processor Undertaking form. Client shall provide Experian with the appropriate mailing instructions at least ten (10) days prior to the requested shipment date.

**Access and Use.** Agency represents and warrants to Experian that it shall only access and use the Services and Experian Data for Agency's own internal business and solely in the manner explicitly permitted in the Agreement of which Agency certifies the data shall only be used for data hygiene and that it shall not take any adverse action against the voter without taking additional steps to verify the voter's status.

A FACTA surcharge may apply to some of the Experian products listed in this proposal. The FACTA surcharge will be eight percent of the total cost of the report (total cost is the base price of the report plus any ancillary products ordered).

**Colorado Surcharge** – All businesses accessing a consumer report on individuals located in the state of Colorado are subject to an additional \$0.75 surcharge.

Credit Card payments made via Experian's Customer Online Portal will incur a 2.5% surcharge.

**Point of Sale Certification.** In compliance with Section 1785.14(a) of the California Civil Code, Client certifies to Experian that (i) Client IS NOT a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"); (ii) if Client is a Retail Seller who issues Point of Sale credit, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person; and (iii) it will only use the appropriate subscriber code number designated by Experian for accessing consumer reports for California Point of Sale credit transactions conducted by Retail Seller. Client shall notify Experian within 24 hours of any change in Client's status as a Retail Seller.

#### EXPERIAN REFERENCE SERVICES SCHEDULE

##### Certification.

**GLB Acceptable Uses.** If Client wishes to use the Services pursuant to a GLB acceptable use, Client certifies to Experian that Client has determined that its use of the Services is pursuant to one of the following exceptions under the Gramm-Leach-Bliley Act, (15 U.S.C.A., Section 6801 *et. seq.* (2000), ("GLB Act"): to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; or to an exception under the GLB Act certified by Client to Experian in an applicable Supplement to this Schedule. *(Note: (1) Should Client choose to modify its intended use of the Services, Client shall provide Experian with a letter that updates or amends Client's appropriate use statement, which shall be subject to Experian's review and approval prior to such change being implemented. (2) Client must also sign a Processing Acknowledgment Form (PAF) and a Client Waiver of 7-Day Processing Requirement form before utilizing Experian's National Change of Address (NCOA) service.)*

These Addenda, Schedules and Supplements together with the Agreement (and the applicable schedules and supplements thereto), as amended, constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties, with respect to the Services provided hereunder. In the event that any of the terms set forth in this Schedule conflict with the terms set forth in the Agreement, the terms set forth in this Project Addendum shall control.

By: Mike Hodge  
 Title: Commercial Counsel - Public Sector  
 Date: Oct 21, 2025 | 8:22 AM PDT

By: Joseph Bonnet  
 Title: Deputy Secretary of State  
 Date: 10-21/25  
 Approved Client (Agency): \_\_\_\_\_





# NCOA<sup>Link</sup> PROCESSING ACKNOWLEDGEMENT FORM

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service<sup>®</sup> (USPS<sup>®</sup>) requires that each NCOA<sup>Link</sup> Licensee have a completed NCOA<sup>Link</sup> PAF for each of their NCOA<sup>Link</sup> customers prior to providing the NCOA<sup>Link</sup> service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed hardcopy document or equivalent alternative.

## LIST OWNER

I, the undersigned, an authorized representative of:

<u>INDIANA SECRETARY OF STATE</u>			
Company Name			
<u>200 W WASHINGTON ST. Room 201</u>			
Address			
<u>INDIANAPOLIS</u>	<u>IN</u>	<u>46204-2731</u>	
City	State	ZIP+4	
<u>317 232-6534</u>	<u>92110</u>	<u>JBONNET @ SOS. IN. GOV</u>	
Telephone Number	NAICS	USPS Mailer ID (optional)	E-mail Address (optional)
Parent Company Name			
<u>STATE OF INDIANA</u>		<u>WWW.SOS.IN.GOV</u>	
Marketing or "DBA" Company Name or Primary Affiliate Company Name (if applicable)		Company Website (optional)	
<u>GEROLD BONNET</u>		<u>DEPUTY SECRETARY / SMT</u>	
Name (Please print)		Title	
<u>[Signature]</u>		<u>10-8-2025</u>	
Signature		Date	

do hereby acknowledge that I have received and reviewed the NCOA<sup>Link</sup> Information Package supplied to me by Experian, an NCOA<sup>Link</sup> Service Provider. I also understand that the sole purpose of the NCOA<sup>Link</sup> service is to provide a mailing list correction service for lists that will be used for preparation of mailings. Furthermore, I understand that NCOA<sup>Link</sup> may not be used to create or maintain new movers' lists.

## LICENSEE

### Experian Marketing Services

Business Name (Please print)	
<u>Scott Kozub</u>	<u>Product Management VP</u>
Name (Please print)	Title
<u>[Signature]</u>	
Signature	Date
<u>224-698-5600</u>	
Telephone Number	Fax Number

☐ **BROKER/AGENT** ☐ **LIST ADMINISTRATOR** (Check applicable box)

Business Name (Please print)	
Address	City/State/ZIP+4
Name (Please print)	Title
Signature	Date
Telephone Number	NAICS
	Company Website (optional)

## For Licensee Use Only

PAF ID:

Broker/Agent ID:

List Administrator ID:



**NCOA<sup>Link</sup>  
CLIENT WAIVER OF 7-DAY PROCESSING REQUIREMENT**

The United States Postal Service® requires that all NCOALink processing must be completed within seven days from receipt of file. For this document, the USPS® defines NCOA<sup>Link</sup> as, "all processing steps from in-the-door to out-the-door, including non-NCOA<sup>Link</sup> processes." Any client for which Experian Marketing Services incurs more than seven working days completion time for the total processing stream must have a signed waiver of this requirement on file.

The waiver does not expire - you need only sign and return this form once.

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I waive the United States Postal Service's requirement to have Experian Marketing Services return NCOALink output to my company within seven days of first list receipt.

INDIANA SECRETARY OF STATE  
Company Name

200 W WASHINGTON ST.  
Address

Room 201  
Address

INDIANAPOLIS, IN 46204  
City, State, ZIP

[Signature]  
Signature

JEFFREY BONNET  
Printed Name

DEPUTY SECRETARY of STATE  
Title

10 - 8 - 2015  
Date

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**SECRETARY OF STATE**  
**STATE OF INDIANA**  
200 W. WASHINGTON STREET, INDIANAPOLIS, IN 46204

**SPECIAL PROCUREMENT MEMO**

**CONTRACT NUMBER:** EDS A27-26-013  
**VENDOR:** Experian Information Solutions Inc.  
**AMOUNT:** N.T.E \$70,560.00 **TERM:** 12 months

**PURCHASING AGENT:** Jerry Bonnet [jbonnet@sos.in.gov](mailto:jbonnet@sos.in.gov)

**DIVISION/PROJECT – DESCRIPTION OF WORK – JUSTIFICATION**

HEA 1264 (2024) Authorized the Secretary of State to contract to with a commercial data provider to supplement mandatory state and federal voter list maintenance.

**STATUTORY AUTHORITY:**

IC 3-7-38.2-2 Requirements for Voter List Maintenance Programs

**AUTHORITY FOR SPECIAL PROCUREMENT**

IC 5-22-6-1 Purchase of Services; IC 5-22-10-7 Data Processing Software, License Service; IC 5-22-10-8 Compatibility of Equipment and Systems; IC 5-22-10-9 Reasonable Scope and Time Constraints; IC 5-22-10-13 Single Source of Supply and Government Discount.

**VALIDATION OF SPECIAL PURCHASE JUSTIFICATION FOR VENDOR SELECTION**

Agency staff assessed that Experian Information Systems was effectively the sole source for the necessary and compatible data, services and secure data sharing protocols.

**REASONABLE AND COMMERCIALY COMPETITIVE PRICE**

Agency executive leadership assessed that \$70,560 flat rate annual fee for access to the database, data processing, training, and associated support services was reasonable and commercially competitive.



