



U.S. COMMERCIAL SERVICES TRIAL AGREEMENT

This U.S. Commercial Services Trial Agreement ("**Agreement**") by and between Equifax Information Services LLC ("**Us**" or "**Equifax**") and Your company ("**You**" or "**Client**") being provided limited, trial access to various business data and information (the "**Commercial Services**").

THIS AGREEMENT GOVERNS YOUR ORDERING AND RECEIPT OF THE COMMERCIAL SERVICES DESCRIBED IN THIS AGREEMENT.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SEPARATE AGREEMENT OR STATEMENT OR WORK OR ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT AND THE TERMS AND CONDITIONS HEREIN, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE TERMS AND CONDITIONS HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE THE COMMERCIAL SERVICES.

This Addendum was last updated on May 18, 2022. It is effective between You and Equifax as of the date of Your accepting this Agreement.

1. **Commercial Services.** Upon accepting this Agreement, Equifax make available the following Commercial Services solely for the purpose of Your internal evaluating the Commercial Service, as further described below (the "**Service Trial**"):

(a) eCommerce Hotlist (Sample) is a sample of one-hundred (100) records

(b) Supplier Risk Solution (Sample) is a sample of one-hundred (100) records consisting of supply chain information that includes six (6) supplier scoring risk factors: Financial, Operations, ESG, Restrictions, Geopolitical, and Cyber, into a single supplier health score, for purposes of vendor management and monitoring the financial health of suppliers/vendors.

2. **License and Limitations.** Equifax grants a non-exclusive license to You to use the Commercial Services only for Your internal business purposes of the Service Trial. Without limiting the foregoing, in no event may You use the Commercial Services to: (i) evaluate applications for accounts intended to be used primarily for personal, family or household purposes; (ii) to identify the risk of consumer accounts; (iii) locate former or delinquent holders of accounts intended to be used primarily for personal, family or household purposes; or (iv) prevent fraud with respect to accounts intended to be used primarily for personal, family or household purposes. In no event will You sell, license, rent or otherwise provide the Commercial Services or any portion thereof, to any third party.

3. **Term and Termination.** The term of the Agreement and the Trial is [thirty (30) days], and either party may terminate this Agreement upon ten (10) days written notice to the other party.

4. **Warranty Disclaimer and Release.** TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, ALL COMMERCIAL SERVICES ARE PROVIDED BY EQUIFAX ON AN "AS-IS", AS-AVAILABLE BASIS AND EQUIFAX HEREBY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE COMMERCIAL SERVICES EXCEPT AS EXPRESSLY SET FORTH HEREIN. IN NO EVENT WILL EQUIFAX BE LIABLE TO YOU FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY ITS ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR CURRENTNESS OF THE COMMERCIAL SERVICES.

5. **Indemnification.** You will indemnify and hold harmless Equifax and its affiliated persons and entities from and against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) (together "**Losses**") arising from or relating to the investigation, defense, settlement or satisfaction of claims or causes of action, alleged or asserted by a third party, arising out of or relating to: (a) a breach by You of any usage term or restriction set forth in Section 2 of this Agreement, (b) a breach by You of Section 7, and (c) Your willful misconduct or fraud. Equifax shall indemnify and hold harmless You and Your affiliated persons and entities from and against any Losses arising from or relating to the investigation, defense, settlement or satisfaction of claims or causes of action, alleged or asserted by a third party to the extent arising out of or relating to: (a) a breach by Equifax of Section 7, and (b) Equifax's willful misconduct or fraud.

6. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, UNDER ANY PROVISION OF THIS AGREEMENT, FOR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

THE EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY TO (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 5, (II) CLAIMS OR DAMAGES ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT, (III) YOUR BREACH OF ANY USAGE RESTRICTION APPLICABLE TO THE COMMERCIAL SERVICES, OR (IV) EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7.

7. **Confidentiality.** Each party acknowledges that all materials and information disclosed by a party ("**Discloser**") to the other party ("**Recipient**") in connection with the performance of this Agreement, including the terms of this Agreement, service description and marketing materials, consists of confidential and proprietary data (collectively, "**Confidential Information**"). Each Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated by this Agreement. If the law or legal process requires Recipient to disclose Confidential Information, Recipient will notify the Discloser of the request. Recipient will not be obligated to hold confidential any information from the Discloser which (i) is or becomes publicly known, (ii) was received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Discloser, (iii) was already known to the Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (iv) is developed by the Recipient without using any of the Discloser's information. The rights and obligations of this Section 7: (a) with respect to confidential and proprietary data that includes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for the longer of two (2) years from expiration or termination of this Agreement, or the confidentiality period required by applicable law. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

8. **Pricing.** The Service Trial is provided to You without cost.

9. **Assignment.** Neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

10. **Miscellaneous.** This Agreement will be governed by the internal laws (but not the conflicts laws) of the State of Georgia. This Agreement sets forth the final, complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings whether written or oral. This Agreement may only be modified by a written document executed by both parties; provided, that, no additional or conflicting term in a purchase order, even if signed by the parties, shall have any effect on the terms of this Agreement. This Agreement may be executed in counterparts, and signatures may be exchanged by facsimile or other electronic means. In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of the Agreement shall survive and remain in full force and effect, and any unenforceable provision shall to the extent legally permitted be replaced by an enforceable provision that comes closest to the parties' intent underlying the unenforceable provision. All notices shall be delivered to Equifax at: 1550 Peachtree Street, Atlanta, GA 30309, Attention: SVP, Commercial Sales, with a copy to the Legal Department, and to Client at the address specified below, or as otherwise specified in writing by a party, and shall be deemed delivered on the date of receipt if delivered by overnight delivery. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from acts of God, fires, electrical failure, computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control. The obligations and rights under this Agreement, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this Agreement will survive the termination, cancellation or expiration of this Agreement.

Equifax's delivery of the Commercial Services shall constitute Equifax's acceptance of this Agreement as of the Effective Date.