



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

**MULLEN COUGHLIN CLIENT**

Client Information	
<b>Client Name:</b> Williamson County	<b>State of Incorporation:</b> TX
<b>Primary Contact:</b> Shannon Francis	<b>Billing Contact:</b> Teresa Porter, Travelers
<b>Address:</b> 401 W 6 <sup>th</sup> St, Georgetown, TX 78626	<b>Billing Address:</b> P.O. Box 2989, Hartford, CT 06104-2989
<b>Primary Contact Email:</b> sfrancis@wilco.org	<b>Billing Contact Email:</b> teporter@travelers.com
<b>Primary Contact Phone:</b> 512-943-3865	<b>Billing Contact Phone:</b> 281-606-7587

<b>Order Date:</b> January 31, 2024	<b>Total Fee for this Order:</b> 2,018 * \$1.99 = \$4,015.82	<b>PO # (if applicable):</b>
-------------------------------------	--	------------------------------

Consumer Product (Activation Codes)	
<b>Enrollment End Date:</b> May 31, 2024	<b>Total Activation Codes:</b> 1,848 Credit 1B and 170 Minor Plus
<b>Primary Consumer Product:</b> Credit 1B	<b>Fee Per Activation Code Redeemed:</b> Replaced with a flat fee of \$1.99 for one year and \$2.40 for any two year codes needed
<b>Secondary Consumer Product:</b> Minor Plus	<b>Fee Per Person for Identity Restoration:</b> \$0
<b>Product Term:</b> 1 year	<b>Total Fee for Identity Restoration:</b> \$0

Supplemental Services
<input checked="" type="checkbox"/> <b>Notification Letter Services:</b> printing and mailing of Notification Letters. The price is included in the flat fee of \$4,015.82 and assumes that only 1 data file will be processed with all letters being printed in 1 run (additional waves of mailing are not included). If NCOA results need to be reviewed prior to having the file processed for mailing, Experian must be notified prior to receiving the data file, and 1 business day will be added to the mailing timeline. The fee includes up to 3 letter versions (\$500 per additional version), up to 2,018 letters (2-sheets, printed on one or both sides, black & white). Every additional sheet after 2 = \$0.12/ea. Return mail is included. (inclusive of postage)
<input checked="" type="checkbox"/> <b>Mail Merge:</b> merge Activation Codes into the mailing records data file to be processed.
<input type="checkbox"/> <b>Deduping:</b> exact name match, exact address match only. The price is
<input type="checkbox"/> <b>Address Append Services:</b> consumer address look up & confirmation process. The price is . A Rider Addendum must also be completed prior to processing data for this Service.
<input type="checkbox"/> <b>Email Notification Services:</b> emailing notification letters. The price is
<input checked="" type="checkbox"/> <b>Enhanced Customer Care Services:</b> additional call center services. The price is included in the flat fee of \$4,015.82. FAQ's will be answered until May 31, 2024 (English only) for a population of 2,018 .
<input type="checkbox"/> <b>Database Look-Up.</b> The price is
<input type="checkbox"/> <b>Customized TRS Reporting:</b> The price is
<input type="checkbox"/> <b>Return Mail Report:</b> The price is

This Order Form (the "Order") is made by and between ConsumerInfo.com, Inc., a California corporation, also known as Experian Consumer Services ("CIC"), and the client listed above ("Client", "You" or "Your"), and shall be effective as of the date of CIC's acceptance and signature. *Notwithstanding the above, for all Orders of one (1) Activation Code, CIC will invoice the Fee upon issuance of the Activation Code and you agree to pay the Fee within thirty (30) days from the date of such invoice. Individuals will automatically receive access to Identity Restoration services for the duration of the Product Term noted above, measured from the date of their notification letter, even if no further action is taken by the Individual; if they do enroll in a Consumer Product, their access to Identity Restoration services will be automatically extended through the full duration of the Product Term for that Consumer Product.*

The terms and conditions which apply to all transactions between You and ConsumerInfo.com, Inc. with respect to the Order for Consumer Products and/or Supplemental Services attached hereto ("Terms and Conditions"). Any terms not otherwise defined within this Order are defined within the Terms and Conditions. With respect to all Orders with a Product Term of greater than one (1) year, CIC reserves the right to migrate the Individuals to an updated Consumer Product with substantially the same product features after the first year of the Product Term.

YOUR ORDER IS ACCEPTED BY CIC SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS. You explicitly agree to remit payment to CIC for all Consumer Products and Supplemental Services provided by CIC in accordance with the Terms and Conditions.

**Client:** Williamson County

**By:** Valerie Covey

**Name:** Valerie Covey

**Title:** Presiding Officer

**Date:** January 30, 2024

**ConsumerInfo.com, Inc.**

**DELIVERY OF ACTIVATION CODES BY CIC TO CLIENT IS CONFIRMATION AND ACCEPTANCE OF THIS ORDER FORM ON BEHALF OF CIC.**



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

***MULLEN COUGHLIN CLIENT***

---

Mullen Coughlin:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## **MULLEN COUGHLIN CLIENT**

This IDENTITYWORKS Products Agreement (the “Agreement”) made by and between **ConsumerInfo.com, Inc.**, a California corporation, (“CIC”) also known as **Experian Consumer Services**, and Williamson County identified as “Client” on an Order Form as well as its Affiliates (collectively, “Client”). Each of CIC and Client are sometimes referred to herein as a “Party” and collectively as the “Parties.”

Whereas Client is a client of the Mullen Coughlin LLC law firm, (“Mullen Coughlin”) and upon advice and direction of Mullen Coughlin, Client has entered into this Agreement

Whereas, Mullen Coughlin, on behalf of Client, will direct performance of this Agreement on behalf of the client. Performance obligations are solely and directly between CIC and Client;

Now, therefore, the parties agree to the following:

**Any Order Form signed by Client, is made a material part of this Agreement and is incorporated herein by this reference.**

- 1. Agreement.** This Agreement contains the standard terms and conditions for CIC’s delivery of certain identity theft, credit monitoring and protection products and services (collectively, the “**Consumer Products**”). Separate from or in addition to the Consumer Products, Client may elect for CIC to provide certain other supplemental services (“**Supplemental Services**”). Client may also elect to have its Affiliates purchase Consumer Products or Supplemental Services pursuant to this Agreement. An “**Affiliate**” means any entity controlled by, under common control with or that controls the applicable Party, where “control” means ownership of fifty percent (50%) or more of the ownership interest of an entity.
- 2. Consumer Product Delivery.** Consumer Products will be delivered by CIC to consumers, employees, or other individuals with whom Client has a pre-existing relationship and or otherwise maintains such individuals’ personal and/or other sensitive information (“**Individual**”). As a condition of receiving the Consumer Product, each Individual must complete CIC’s applicable enrollment process and agree to all terms and conditions as well as CIC’s privacy policy (collectively, the “**End-User Terms and Conditions**”). The CIC operational terms and conditions that apply to the delivery of the Consumer Products are included herein (“**Operational Terms**”).
- 3. Supplemental Services Delivery.** Supplemental Services will be delivered by CIC to Client or its Affiliates solely pursuant to the terms of this Agreement, including a Supplemental Services Schedule if completed by Client.
- 4. Term & Termination.** The term of this Agreement will begin upon the Effective Date set-out below and will continue in effect until the termination or expiration of all Schedules and Orders issued pursuant to this agreement. Either Party may terminate this Agreement and/or selected Schedules if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. Either Party may terminate this Agreement and/or selected Schedules for any reason at any time, with or without cause, upon thirty (30) days’ prior written notice to the other. Notwithstanding the foregoing, the Parties acknowledge and agree that all fully executed Order Forms are non-cancellable and non-refundable once submitted to and accepted by CIC. Therefore, in the event of a termination: (i) CIC will fulfill the delivery requirement of any active Order Form, but will have no further obligation to accept additional Order Forms following the effective date of termination; and (ii) Client will pay all Fees related to Order Forms submitted prior to the effective date of termination. Terms which by their nature would survive a termination (indemnity, disclaimers, etc.) shall survive in the event of a termination.
- 5. Schedules & Client Orders.** The terms of this Agreement shall be supplemented by individual schedules containing additional terms and conditions applicable to the specific Consumer Products or Supplemental Services (“**Schedules**”). In order to purchase any particular Consumer Products or Supplemental Services Client must submit an order form completed and signed by an authorized representative of Client (“**Order Form**”). A sample Order Form may be requested from CIC.
- 6. Fees and Payment.** Client will pay CIC for all Consumer Products and Supplemental Services delivered in accordance with the pricing and other requirements contained within the Schedules and each Order Form (“**Fees**”). All Client payments are due thirty (30) days from the date of each CIC invoice. Interest shall accrue on any past due amounts at the rate of one and one half percent (1.5%) per month. In addition, Client is liable to CIC for any costs and attorneys’ fees incurred by CIC to collect unpaid amounts.
- 7. Taxes.** Client is responsible for, and shall promptly pay or reimburse CIC for the payment of, any sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are associated with the Consumer Products or Supplemental Services (other than taxes based on CIC’s net income).
- 8. Confidentiality.** Information which is (a) business or technical information of either party including, but not limited to, information relating to either party’s products, services, plans, designs, costs, product or service prices and names, payments pursuant to this Agreement, finances, marketing plans, business opportunities, personnel, research, development or know-how; (b) any information designated by either party as “confidential” or “proprietary” in writing or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (c) the terms of and performance under this Agreement, will be

# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## **MULLEN COUGHLIN CLIENT**

considered “**Confidential Information**”. Each party agrees it will (d) not disclose to any third party or use the Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (e) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information. Confidential Information does not include information that (f) is in or enters the public domain without breach of this Agreement; (g) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (h) the receiving party lawfully knew (without obligation of confidence) prior to receiving such information from the disclosing party; (i) the receiving party develops independently without use of the disclosing party’s Confidential Information; or (j) is required to be disclosed by the receiving party to comply with a Law or legal process (i.e. a judicial order or decree). With regard to subsection (j) the receiving party shall give the disclosing party prompt notice of such a required disclosure and provide reasonable assistance to disclosing party if disclosing party opts to take lawful action to minimize the extent of such disclosure.

9. **Compliance with Laws.** Both Parties agree to comply with all applicable Laws with respect to this Agreement and the obligations of each Party hereunder. “**Law**” means any rules, laws, statutes, regulations or judgments, orders or decrees imposed by any governmental entity.
10. **CIC Warranty & Disclaimers.** CIC represents and warrants to Client that it (a) has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) will provide the Consumer Products in a manner consistent with the level of service provided to CIC’s general customer base for such Consumer Products; (c) will provide the Consumer Products and any other products and services provided under this Agreement in a professional manner; and (d) will not provide, in any public communication (including press releases and communications with Individuals), any representation, description or other statement regarding Client or its Affiliates in any way other than as approved in writing in advance by the Client. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES CIC PROVIDES TO CLIENT WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES. CIC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONSUMER PRODUCTS OR SUPPLEMENTAL SERVICES OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED BY CIC HEREUNDER. CIC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES AND CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSUMER PRODUCTS ARE PROVIDED “AS-IS”.
11. **Client Warranty & Indemnification.** Client represents and warrants to CIC that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) to the best of its knowledge, all information provided by Client to CIC is accurate in all material respects; (c) by entering into this Agreement and performing hereunder, Client will not be violating or breaching any other contract, agreement, commitment, promise, understanding or arrangement. Client will indemnify, defend, and hold CIC and its Affiliates, and their respective directors, officers, shareholders, employees and agents (collectively, the “**CIC Indemnified Parties**”), harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including by way of example only, CIC’s costs of responding to a subpoena in any cause of action where Client is a named party), including reasonable attorneys’ fees (collectively, “**Damages**”), which may be asserted against or incurred by any of the CIC Indemnified Parties, arising out of or resulting from (d) any claim related to Client’s data breach, including, but not limited to, a claim arising from any relationship between Client and Individuals (contractual, at Law or otherwise), (e) Client’s failure to maintain security measures or comply with any Law, (f) Client’s misconduct or disregard of ordinary care in performing any of its obligations hereunder, or (g) Client’s breach of any provisions of this Agreement.
12. **CIC Indemnification.** CIC will indemnify, defend, and hold Client and its directors, officers, shareholders and, agents (the “**Client Indemnified Parties**”) harmless from and against any and all Damages, which may be asserted against or incurred by Client or any of the Client Indemnified Parties, arising out of or resulting from: (a) any material breach of the End-User Terms and Conditions by CIC; (b) any material breach of CIC’s obligations under this Agreement; or (c) any failure by CIC to comply with any Law. FOR THE AVOIDANCE OF DOUBT, CIC’S INDEMNITY OBLIGATIONS ONLY APPLY TO CLIENT AND DO NOT APPLY TO MULLEN COUGHLIN.
13. **Indemnification Procedures.** A Party seeking indemnification under this Agreement must provide prompt written notice of the claim to the other Party, typically within thirty (30) days. The indemnifying Party will assume sole control over the defense or settlement of the claim at its expense but will not consent to the entry of any judgment or settlement that provides for non-monetary relief without the consent of the indemnified Party. If the indemnifying Party chooses not to assume the defense of the claim the other Party may defend or settle the claim and the indemnifying Party will remain responsible for the reasonable legal fees and expenses incurred. The indemnified Party will provide the indemnifying Party all information, assistance and authority to reasonably evaluate the claim and effect any defense or settlement, and may at its sole option and expense, engage separate counsel to participate in (but not control) the defense or settlement of the claim.
14. **Limitation of Liability.** THE PARTIES AGREE AND ACKNOWLEDGE THAT THE PROVISION OF CONSUMER PRODUCTS AND SUPPLEMENTAL SERVICES ARE FOR THE ULTIMATE BENEFIT OF CLIENT AND/OR ITS END USER CUSTOMERS (AS APPLICABLE), AND AS SUCH, CIC DISCLAIMS ALL LIABILITY FOR ANY CLAIMS BROUGHT AGAINST CIC BY MULLEN COUGHLIN AND MULLEN COUGHLIN’S SOLE SOURCE OF RECOURSE FOR ANY DAMAGES ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT

# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## *MULLEN COUGHLIN CLIENT*

---

**WILL BE IN A CLAIM AGAINST CLIENT ONLY.** IN NO EVENT WILL CIC BE LIABLE TO CLIENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST SALES, SUFFERED BY OR OTHERWISE COMPENSABLE TO CLIENT, ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CIC'S AGGREGATE LIABILITY TO CLIENT AND/OR ITS AFFILIATES FOR DAMAGES (i) CONCERNING THE PERFORMANCE OR NON-PERFORMANCE BY CIC OF ITS OBLIGATIONS HEREUNDER, OR (ii) IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE PROVISION OF THE CONSUMER PRODUCTS, AND INCLUDING CIC'S INDEMNIFICATION OBLIGATIONS SET FORTH UNDER THIS AGREEMENT), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY CLIENT TO CIC UNDER THE TERMS OF THIS AGREEMENT.

15. **Assignment.** This Agreement will be binding and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, or otherwise shared in whole or in part by Client without CIC's prior written consent.
16. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the Laws of the State of California. Any actions or disputes arising in connection with this Agreement will be brought in state or federal courts located in Orange County, California.
17. **Notices.** Any notice given under this Agreement must be given in writing. All notices will be effective when received, and will be delivered personally, mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by express courier service. Notice address for Client will be the address on Client's Order Form.
18. **Independent Contractors.** In performing their respective duties under this Agreement, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the Parties hereto, or be construed to evidence the intention of the Parties to establish any such relationship.
19. **Complete Agreement.** Any and all Schedules or Order Forms which are entered into by Client and CIC and properly reference this Agreement by Effective Date are made a material part of this Agreement and are incorporated herein by reference. This Agreement contains the entire agreement and understanding concerning the subject matter between Client and CIC and supersedes all prior agreements (whether written, oral or electronic), term sheets, prior negotiations, or proposals that relate specifically to the subject matter herein. Any substantive additional Client requirements or other changes or modifications to this Agreement may require a signed written amendment to this Agreement. CIC will accept a Client issued purchase order ("PO") for limited administrative processes only [i.e. procurement guideline compliance, bill processing, etc.]. However, in no event will any terms and conditions contained within such PO be incorporated into this Agreement, supplement this Agreement or otherwise apply to the provision of Consumer Products or Supplemental Services.
20. **Publicity; Public Communication.** For avoidance of doubt, both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to this Agreement or the provision of the Consumer Products or Supplemental Services. Client may in no event refer to the Consumer Products, CIC or its Affiliates in any form or format unless expressly approved by CIC in writing in advance.
21. **Adequate Review.** Each party represents to the other that, as deemed necessary by such party, this Agreement has been reviewed by each party and its legal and other advisors, and such party has had an opportunity to make all relevant inquiries and receive sufficient responses relating to this Agreement.

# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

**MULLEN COUGHLIN CLIENT**

---

## IDENTITYWORKS™ OPERATIONAL TERMS

These IDENTITYWORKS Operational Terms (“Operational Terms”) supplement and form a part of the IDENTITYWORKS Product Agreement (“Agreement”) Client has previously or simultaneously entered into with CIC. The Operational Terms apply to CIC’s provision of Consumer Products to Client, and to Clients’ Individuals. Please note that the majority of defined terms used throughout these Operational Terms are already defined within the Agreement (please refer to that document for their definitions), and the following section of “Additional Defined Terms” is not intended to be a comprehensive list of all defined terms used herein.

### **Additional Defined Terms:**

“Activation Code” means a unique, single use code with respect to each Individual that allows such Individual to enroll for and receive the Consumer Product. Each Individual may only redeem his/her Activation Code for only one applicable Consumer Product.

“Consumer Product Website” is the web site built, hosted and maintained by CIC where each Individual may enroll for the applicable Consumer Product during the Enrollment Period. If Client requires a custom or unique website, such website shall be referred to as a “Custom Consumer Product Website.”

“Notification Letter” means the communication developed and written by Client which notifies Individuals of the availability of Consumer Products.

“Enrollment Period” means the period commencing on the date stipulated within the relevant Order Form and ending on the Enrollment End Date as set forth within the same Order Form. This is the period during which Individuals may redeem their Activation Code and thereby enroll in the Consumer Product.

“Product Term” means the period set forth within an Order Form commencing on the date an Individual completes enrollment for the Consumer Product.

- (1) **Distribution of Activation Codes.** Client agrees not to sell or otherwise distribute any Activation Codes, except to Individuals and only as expressly permitted under this Agreement. In no event shall CIC be liable for any loss, damage, theft, corruption or destruction (“Loss”) of Activation Codes once issued by CIC to Client, including, but not limited to, any such Loss attributable to Client’s distribution, storage (if applicable) and/or mailing of such Activation Codes. CIC shall be liable and responsible for any Loss while the Activation Codes are in either CIC’s or a Third-Party Provider’s possession or control. Note that if Client has retained an agent or subcontractor related to the delivery of Consumer Products (such as a third-party print-shop, call center or law firm), CIC is not obliged to communicate with or provide services to any such third-parties who may have contractual or other relationships with Client except as explicitly authorized by Client in writing and agreed to by CIC.
- (2) **Enrollment.** Once an Individual receives an Activation Code they may enroll in the applicable Consumer Product either (a) online via the Consumer Product Website, or (b) offline via a telephone call to CIC Customer Care. No other enrollment process shall be applicable unless agreed to in writing by both CIC and Client.
- (3) **No-Charge to Consumer for the Consumer Product.** CIC shall not charge Individuals for the Consumer Product purchased by Client and provided by CIC under this Agreement during the Product Term.
- (4) **Delivery Method.** The delivery method of the Consumer Products to the Individuals during the Product Term is able to be modified by Individual election (i.e., if Individuals enroll online, they may subsequently switch to offline delivery, and vice versa). Due to CIC security measures, an Individual attempting to login to their account from a location outside the U.S. may not be able to gain access to their account; however, such Individuals may call CIC’s international non-toll free number to obtain account related information while located outside the U.S. In accordance with the Consumer Products Schedule, certain products may only be available for enrollment and delivery online (i.e. without offline capabilities).
- (5) **Consumer Product Website.** The Consumer Product Website shall be used by the Individuals to enroll in the Consumer Product and subsequent to enrollment, to log-in and access their account and all the product features. Unless agreed to in writing by CIC, all content, including the design and look and feel, of the Consumer Product Website shall be determined by CIC, at its sole and absolute discretion. The Consumer Product Website shall be operated in accordance with CIC’s standard procedures and shall be accessible by Individuals on the earlier of (a) Custom Consumer Product Website Launch Date as set forth in an Order Form, or (b) upon CIC’s acceptance of an Order Form in the event Client is utilizing a **standard**, pre-built CIC site-version (your CIC account representative can notify you if this is the case).
- (6) **Authentication Process.** Client hereby acknowledges that CIC shall maintain strict procedures and protocols relating to its enrollment and authentication processes (including timed-out and other security measures), and failure by an Individual to follow such procedures and protocols may result in a failed enrollment. Client also acknowledges that there are a number of additional reasons and factors





# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## **MULLEN COUGHLIN CLIENT**

that may cause Individuals to fail authentication or enrollment, including, without limitation: *corporate firewalls, proxy servers, spam blockers, fraud alerts, credit file freezes, data errors, inaccurate out-of-wallet information, or incorrect social security numbers*. Upon any such failure, each affected Individual shall be provided with the toll-free number to CIC Customer Care. When an Individual initiates such a call, a CIC customer care representative will attempt to manually authenticate such Individual by asking additional security questions. In the event such a telephonic authentication is not possible, additional steps may be taken. CIC shall endeavor to make the enrollment process as “user-friendly” as reasonably possible without compromising its security standards. CIC reserves the right, at its sole and absolute discretion, to modify or alter the enrollment process and/or the services associated therewith from time to time without notice to Client.

- (7) **Information Collected From Individuals.** All information obtained by CIC *directly* from such Individual, including without limitation, (a) through Individual enrollment for the Consumer Product or by such Individual visiting CIC’s website(s), or (b) through provision of the Consumer Product is collected and used by CIC in accordance with the End-User Terms and Conditions, which is available for review by all Individuals prior to completing their enrollment in the Consumer Products. End-User Terms and Conditions (including Privacy Policies) may be amended from time to time.
- (8) **Customer Care.** Customer care will be available to Individuals via a toll-free number that is only available to U.S. callers, which may be maintained by a third party engaged by CIC (“**CIC Customer Care**”). No credit information of any Individuals shall be maintained outside of the United States. Identity Restoration and ExtendCARE shall be available to Individuals via a separate team of customer care representatives in the United States. The services available via CIC Customer Care are limited to: *assistance with telephone and email inquiries regarding enrollment for the Consumer Product and technical issues relating to redemption of Activation Codes, authentication failure, username and password assistance, cancellations, locked accounts, changes in personal information, billing questions about additional products, general credit-related questions, monitoring and alert information, credit reports obtained as part of an Individual’s enrollment in the Consumer Products, and general Consumer Product Website navigation*. Customer Care Center hours of operation are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time. The Customer Care Center will not have access to and will not provide any information related to Client or its business and/or Clients’ legal decisions in making the Consumer Product available to Individuals on a complimentary basis, and will refer any such inquiries back to Client.
- (9) **Third-Party Providers; Credit Reporting Company Requirements.** Portions of the Consumer Product will be provided by CIC’s partners, Affiliates and certain third parties, including the consumer reporting companies (collectively, “**Third-Party Providers**”) and are therefore subject to each of those entities’ respective standard terms, conditions and policies. Third-Party Providers who may be utilized by CIC in delivery of the Consumer Products include but are not limited to the following: *Equifax, Inc., TransUnion, LLC, Affiliates of CIC, and American International Group, Inc.*. Additional Third-Party Providers may be added from time to time at CIC’s discretion. If applicable, Individuals must comply with the Third-Party Providers requirements in order to receive portions of the Consumer Product (as an example, AIG insurance claim processing requirements). The consumer reporting companies are not subcontractors or agents of CIC, and therefore, CIC does not control such terms and conditions or requirements and may be unable to intervene or assist Individuals in any way in meeting such varying consumer reporting company requirements. Individuals shall be solely responsible for handling any issues relating to such terms and conditions and requirements directly with any such consumer reporting company. Without limiting the generality of the foregoing, Individuals shall be required to provide all necessary information and meet other criteria required by each applicable consumer reporting company (Experian Information Solutions, Inc., Equifax, Inc. and TransUnion LLC) in order to receive a credit report or other products and services from such company.
- (10) **Intellectual Property and Branding of Consumer Products.** Unless otherwise agreed to in writing by CIC, the Consumer Products shall be branded as determined by CIC, at its sole and absolute discretion, and Client shall not designate (through trademark, trade name, trade dress or otherwise) the Consumer Products as being provided by Client. CIC and/or its Affiliates or Third-Party Providers shall exclusively own all right, title and interest, including all copyrights, trade secrets, know-how, goodwill, trademarks, service marks, trade names, trade dress, logos, patents or other intellectual property (or any derivative works thereof) and underlying technology in (i) the Consumer Products and all other products provided by CIC hereunder, (ii) the Consumer Product Website, and (iii) all other materials and information provided by CIC to Client hereunder. No grant to use any intellectual property (including any trademarks) of CIC, its Affiliates or Third-Party Providers is made pursuant to the Agreement. Client shall retain ownership of any and all pre-existing Client intellectual property, including but not limited to Client’s trademarks, patents and trade dress.
- (11) **Client Notification to Individuals.** Within a mutually agreeable period of time following submission of an Order Form Client shall prepare a Notification Letter to be sent via U.S. Mail or email which *must* include:
- (a) one Activation Code per each Individual identified as affected by Client’s subject data breach or data loss incident,

# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## ***MULLEN COUGHLIN CLIENT***

---

(b) the procedures for enrollment in the Consumer Product (including, but not limited to the (i) Consumer Product Website where such Individuals may properly utilize their Activation Code and (ii) the appropriate CIC Customer Care phone numbers), and  
(c) a listing of the key Consumer Product features.

Any and all planned Client notification processes that include elements other than the Notification Letter (i.e. *website postings, e-mails, newspaper or published notice, etc.*) which explicitly mention CIC or the Consumer Products by name **must be pre-approved by CIC in writing**. Client shall not provide, in any Notification Letter or any other public communication (including but not limited to communications with Individuals), any representation, description or other statement regarding the Consumer Products or otherwise refer to CIC or its Affiliates in any way other than language provided expressly by CIC or otherwise pre-approved by CIC in writing. Client shall provide CIC with a final copy of the Notification Letter at least five (5) days prior to the distribution of the Notification Letters and CIC may withhold delivery of Activation Codes to Client until a final Notification Letter has been received by CIC.

**(12) Large Incident Notices.** In the event Client requests 50,000 or more Activation Codes and upon CIC's reasonable request, Client must provide CIC a mailing schedule at least five (5) days prior to Client commencing delivery of any and all Notification Letters to Individuals. Once provided by Client, CIC will allocate CIC Customer Care and other resources in accordance with such schedule; any significant updates or modifications by Client to the schedule must be provided to CIC immediately and may result in increased costs for CIC that will require revised pricing discussions with Client.

**(13) Client Requirements, Placing an Order & Changes to the Agreement.** During the Term of the Agreement, Client may submit additional Order Forms for the purchase of additional Activation Codes.

**(14) Insurance.** The insurance provided to Individuals pursuant to the Consumer Products is strictly subject to the policies, terms and conditions of the designated third-party insurers. Such policies, and associated terms and conditions are provided to Individuals at the time each Individual enrolls for the Consumer Product. CIC does not directly sell such insurance to Client or Individuals. Individuals should carefully review such policies to determine the insurance terms and conditions, including limits and coverage of insurable losses. At the election of the designated third-party insurer or CIC, (a) the amount of insurance coverage to be provided to Individuals, and/or (b) the designation of the third-party insurer(s) are both subject to change at any time. Notwithstanding the foregoing, identity theft insurance may not be provided to any Individuals residing in any state where the provision of such insurance is prohibited by Law.





# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

**MULLEN COUGHLIN CLIENT**

## IDENTITYWORKS™ CONSUMER PRODUCT SCHEDULE

CIC offers the Consumer Products detailed within this Schedule subject to the following product descriptions and additional terms and conditions:

Features	Credit	CreditPlus	Minor Plus	Identity	Identity Minor
Daily Credit Monitoring	1 or 3 Bureau	1 or 3 Bureau			
Credit Report Upon Enrollment*	●	●			
Daily Credit Reports (Online) <sup>1</sup>	●	●			
Identity Restoration (upon enrollment)	●	●	●	●	●
ID Theft Insurance <sup>2</sup>	●	●	●	●	●
Internet Surveillance		●		●	
Minor SSN Monitoring			1 Bureau		
Minor Internet Surveillance			●		●
Product Delivery Method	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email) Offline (U.S. Mail)	Online (email)	Online (email)
Enrollment (Phone and Online)	●	●	●	Online only	Online only
ExtendCARE™ <sup>3</sup>	●	●	●	●	●
Identity Restoration (pre-enrollment) <sup>4</sup>	●	●	●	●	●

\* Credit report upon enrollment is a 1 Bureau (Experian) report.

<sup>1</sup> Daily credit reports for online members consist of a daily 1 Bureau (Experian) report. After enrolling, offline members will be eligible to call for additional reports on a quarterly basis

<sup>2</sup> Identity theft insurance is underwritten by insurance company subsidiaries and affiliates of American International Group, Inc.

<sup>3</sup> This post-membership service is available from the date an Individual's membership term ends. It does not include insurance.

<sup>4</sup> This pre-enrollment service is available from the date an Individual receives their Notification Letter. It does not include insurance.



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

## *MULLEN COUGHLIN CLIENT*

---

In order to enroll in the **Identity** Consumer Product Individuals must:

- Accurately complete all of the required enrollment fields/pages;
- Accept the End-User Terms and Conditions.

In order to enroll in the **Credit** and **Credit Plus** Consumer Products Individuals must:

- Provide a valid U.S. Social Security number;
- Be at least 18 years of age and a living person as of the date of enrollment in the Consumer Product;
- Have a U.S. credit file with Experian. The U.S. address provided by Individuals should be the U.S. address associated with such Individuals credit file (e.g. the address utilized by the Individual to obtain credit). Delivery of the Consumer Product will be limited to the report(s) of the national credit reporting companies with whom each Individual has a current U.S. credit file (e.g., in the event an Individual only has a U.S. credit file with Experian, then such Individual shall only receive the Experian credit report);
- Pass all of CIC's identity, authentication and security requirements and accurately complete all of the required enrollment fields/pages;
- Accept the End-User Terms and Conditions.

In order to enroll in the **Minor Plus** or **Identity Minor** Consumer Product Individuals must:

- Be the parent or legal guardian of the minor to be enrolled. Written verification of parental or legal guardian status may need to be submitted to CIC;
- Accurately complete all of the required enrollment fields/pages;
- Minor Plus enrollment will require the parent or legal guardian to provide the minor's valid U.S. Social Security number;
- Accept the End-User Terms and Conditions, including acknowledging and agreeing that the minor's membership will terminate upon their 18<sup>th</sup> birthday. The parent or legal guardian will receive notification prior to and upon termination of the minor's membership

**NOTE:** Enrollment and product delivery for both the Identity and Minor Identity Products is available online only. These products are not available offline.

**Provision of Consumer Products.** CIC will provide to Client the number of Activation Codes set forth in an Order Form for the purpose of Client providing such Activation Codes to Individuals. When ordering Activation Codes, Client shall order a number of Activation Codes at least equal to the number of notifications that it intends to provide to Individuals affected by Clients data loss incident. Client shall assign an Activation Code to each Individual and upon each Individual redeeming an Activation Code and completing the required enrollment, CIC shall provide to such Individual the selected Consumer Product for the Product Term. The Activation Codes may be redeemed by Individuals only during the Enrollment Period, and such Activation Codes will expire at the end of such Enrollment Period. Client may not distribute any Activation Codes to Individuals thereafter.

**Fee Invoicing.** Fee's will be invoiced in accordance with the Fee matrix above, and the Payment terms within the Agreement. Fees for Fraud Resolution shall be invoiced promptly upon CIC's acceptance of a Client submitted Order Form. The Fees for enrollment of Individuals will be invoiced on a monthly basis for the duration of the Enrollment Period for all Activation Codes redeemed by Individuals during the prior month. If Client does not make full payment of any Fee in accordance with the requirements of the Agreement then CIC may immediately (a) deactivate any unredeemed Activation Codes and cease further performance under this Agreement until such Fee is paid in full by Client, or (b) terminate this Agreement and the Individuals' memberships in the Consumer Products.

**No Refunds.** Client agrees to not waive any of its payment obligations and CIC shall not be obligated to refund any amount of the Fee already paid by Client on account of (a) any change to the facts or circumstances related to Clients submission of any Order Form already accepted by CIC, (b) Clients improper distribution of the Activation Codes, (c) an Individual's inability to receive all or a portion of the Consumer Product arising from such Individual's failure to (i) successfully complete enrollment, or (ii) comply with any or all of the Third Party Companies' terms and conditions and/or other requirements. Without limiting any remedies available to CIC, Client acknowledges that upon accepting an Order Form from Client CIC shall immediately begin to incur costs and expenses, for the purpose of performing CIC's obligations with respect to that Order Form.



# IDENTITYWORKS™ PRODUCTS & SERVICES ORDER FORM

**MULLEN COUGHLIN CLIENT**

## IDENTITYWORKS™ SUPPLEMENTAL SERVICES SCHEDULE

CIC offers the Supplemental Services detailed within this Schedule subject to the following service descriptions and additional terms and conditions:

**1. Enhanced Customer Care (FAQ Call Center).** Client may request assistance from CIC with certain “enhanced” call center services. These services are described as responding to Individual FAQ type queries via customized scripting provided by Client (with such scripting accepted in writing by CIC). The appropriate toll-free number to reach an Enhanced Call Center Services location will typically be presented to Individuals as part of the Notification Letter, along with a clear, brief description of what the Enhanced Call Center Services entail. If Client wishes to distribute a number to any CIC managed Enhanced Call Center Services location via a method other than the Notification Letter, then CIC must approve this distribution in writing in advance. Hours of operation for Enhanced Customer Care Services are Monday through Friday, 6 a.m. to 6 p.m. Pacific Time, and Saturday through Sunday, 8 a.m. to 5 p.m. Pacific Time, excluding CIC recognized holidays. Enhanced Call Center Services are delivered separate and apart from the CIC Call Center Services detailed within the Operational Terms. Enhanced Call Center Services may be provided by CIC or a Third-Party Provider. Client hereby acknowledges and agrees that Client shall be solely responsible for the content of all final, approved scripting and FAQ’s to be used for this Supplemental Service.

**2. Printing & Mailing (or Emailing) of Notification Letters.** Client may request assistance from CIC with facilitating the transmission of the Notification Letter. CIC offers this Supplemental Service through use of CIC’s Third-Party Provider (either a specific printing vendor or email vendor, as applicable at the time of Client’s order). Client shall send the names and addresses, or names and email addresses, as applicable, of all such Individuals to whom Notification Letters should be conveyed (“Notification File”) to CIC via CIC’s Secure File Transfer protocol (“SFTP”) or by another secure method agreed upon in writing by the Parties. CIC shall forward the Notification File via SFTP to its Third-Party Provider and once CIC has established that its Third-Party Provider has received the Notification File, CIC will promptly purge and destroy all Notification File information that is within CIC’s possession. In no event shall Client’s Notification File be added or appended to any CIC database, nor shall the Notification File be used by CIC or its Third-Party Provider for any purpose whatsoever other than facilitating the printing and mailing (or e-mailing, if applicable) of the Client’s Notification Letters. CIC’s Third-Party Provider shall purge and destroy the Notification File promptly upon completion of the mailing or emailing services, including any returned mail processing. Client hereby acknowledges and agrees that it with respect to this Supplemental Service Client shall be solely responsible for (a) compliance with all Laws applicable to the preparation and provision of the Notification Letters to Individuals, (b) timely delivery to CIC of the Notification File, and (c) provision of complete and accurate instructions regarding the date(s) that CIC’s Third-Party Provider is requested to mail or e-mail the Notification Letters to Individuals. Any returned mail shall be directed to the Client’s return mailing address unless otherwise requested by Client in writing. Client agrees to pay CIC for each Notification Letter that Client may request CIC’s Third-Party Provider to prepare in accordance with the pricing delineated on the Order Form. Any pages in addition to the one-page (double sided) Notification Letter shall be priced separately (and in addition to the costs already referenced therein) in accordance with the mutual written agreement of the parties. For a larger batch of Notification Letters, CIC may request pre-paid postage from Client for all Notification Letters on a case-by-case basis; in the event Client chooses not to pre-pay the postage, CIC reserves the right to present Client with modified pricing. For purposes of clarity, the Notification File and the Input File are both owned by Client and shall be deemed the Confidential Information of Client. CIC shall at all times comply, and ensure that its Third-Party Providers comply, with any Law applicable to the receipt, use and processing of the Notification File and the Input File.

**3. Address Append Services.** Client may request assistance from CIC in order to assist with providing a “best known” address for purposes of mailing Notification Letters since, as an example, Client may have access to only an Individual’s social security number (SSN) and/or aged address data. Client MUST certify via signature of a supplemental rider to the Agreement that the use of any of this data as delivered by CIC will only be used by Client in compliance with Law (“Address Append Rider”). Upon receipt of the executed Address Append Rider from Client, the SSNs of all such Individuals will be provided by Client to CIC (“Input File”) via SFT (or by another secure method agreed to in writing by the Parties). CIC shall forward such information to its Affiliate, Experian Information Solutions, Inc. (“EIS”), in order that EIS may produce an address append file (“Address Append File”). Reasonable commercial efforts will be used by EIS to retrieve an Individual’s name and/or address. In some instances, multiple matches will be returned for an Individual and Client is solely responsible for identifying the best matched record to use for mailing that Individual a Notification Letter. Client hereby acknowledges and agrees that it shall be solely responsible for (a) compliance with all Laws applicable to the utilization of File One<sup>SM</sup> data and the Address Append File to notify Individuals, (b) timely delivery to CIC of the Input File, and (c) a properly formatted and machine readable Input File for optimal processing. Client agrees to pay CIC for each Individual record searched in accordance with the pricing delineated on the Order Form. Any subsequent or modified Input Files may be priced separately in accordance with the mutual written agreement of the parties. The Input file shall be promptly purged and destroyed upon completion of the Address Append Services. In no event will the Input File be added or appended to any CIC or EIS database, nor shall the Input File be used by CIC or EIS for any purpose whatsoever other than facilitating the Address Append Services.

For purposes of clarity, the Notification File and the Input File are both owned by Client and shall be deemed the Confidential Information of Client. CIC shall at all times comply, and ensure that its Third-Party Providers and EIS comply, with any Law applicable to the receipt, use and processing of the Notification File and the Input File