

## END USER AGREEMENT

This End User Agreement is made between Experian Marketing Solutions, Inc. ("**Experian**") and the End User executing this Agreement ("**End User**") effective as of the date executed by End User in connection with the provision by Cengage Learning ("**Cengage**") of the Analytics On Demand (AOD) Marketing Action (Non-Patron) app services ("**Services**") pursuant to the End User's Customer License Agreement with Cengage ("**Cengage Agreement**").

**1. Applicability.** This Agreement shall apply to End User's receipt and use of the Services and Experian data provided to End User pursuant to the Cengage Agreement ("**Experian Data**"). End User's receipt of and payment for the Services shall take place pursuant to the Cengage Agreement.

**2. Experian Data Use.** End User shall use Experian Data solely for End User's internal use for End User direct marketing purposes and in strict accordance with all applicable: (i) federal, state and local laws, regulations, rules, and judicial and administrative decisions; (ii) industry guidelines; and (iii) End User privacy policies. In addition, End User shall not (i) resell, license, or otherwise provide or disclose Experian Data to any third party; (ii) copy or otherwise reproduce any Experian Data, except as necessary for backup or security purposes; (iii) attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in the compilation of the Experian Data or the performance of the Data Services; (iv) merge or incorporate the Experian Data with any third party file without Experian's prior written consent; (v) use Experian Data to enhance any third party file or list, or develop, publish or maintain any list, enhancement, directory, or other similar product; (vi) use Experian Data in any marketing communication that refers to selection criteria or presumed knowledge about the recipient; (vii) permit access to Experian Data to individuals incarcerated in prisons or correctional institutions; or (viii) use or monetize the Experian Data or segments created from the Experian Data in any digital targeted campaigns, including but not limited to online display or video, digital TV, search or mobile campaigns or digital media measurement or modeling services, to the benefit of itself or any third party, without the express written consent of Experian. End User acknowledges that Experian Data has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC Section 1681a. End User shall not use any Experian Data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute

**3. Confidential Treatment.** Under no circumstances will End User resell or otherwise disclose to any other person, other than employees or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that Cengage delivers to End User. End User hereby acknowledges that the Services and data provided by Cengage to End User may include personal information pertaining to individual consumers, and requires that End User treats such information responsibly and takes reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information.

**4. Data and Intellectual Property Ownership.** End User acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All Experian Data and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement or in the Cengage Agreement shall be deemed to convey to End User or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

**5. Warranty and Disclaimers.** Each party represents that the person signing this Agreement or any Schedule has all right, power and authority to sign this Agreement or any Schedule on behalf of such party. EXPERIAN MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Audit.** Experian will have the right to audit End User's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. End User will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

7. **Security.** End User will maintain reasonable security procedures and practices appropriate to the nature of the information to protect the Experian Data in End User's possession from unauthorized access, destruction, use, modification or disclosure. End User shall provide Experian immediate written notice upon discovery or notification of any Security Breach and immediately and at its own expense investigate and take all steps to identify, prevent and mitigate the effects of any Security Breach. End User shall promptly provide to Experian a detailed description of the incident, the Experian Data accessed, the identity of affected consumers, and such other information as Experian may request concerning the Security Breach and conduct any recovery necessary to remediate the impact and bear any cost or loss Experian may incur as a result of a Security Breach, including any cost associated with Experian notifying any effected consumers. "Security Breach" shall mean any actual, potential or threatened unauthorized access to or use of any Experian Data.

8. **Indemnification.** End User shall indemnify, defend and hold harmless Experian and its officers, directors, and employees from and against any and all third party claim, damage, loss, liability, cost or expense, including reasonable attorney's fees to the extent arising as a result of any (i) any Security Breach; or (iv) End User violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order in End User's use of the Experian Property or the Data Services

9. **Assignment.** This Agreement may not be assigned, transferred, shared or divided in whole or in part by End User without Experian's prior written consent.

10. **Choice of Law.** This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Illinois. Any dispute under this Agreement shall be brought in the federal or state courts in Cook County, Illinois.

11. **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 End User 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.

12. **Complete Agreement.** This Agreement sets forth the entire understanding of End User and Experian with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date End User executes this Agreement.

**St. Paul Public Library**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Experian Marketing Solutions,  
Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 955 American Lane  
Schaumburg, IL 60173  
Attn: Head Marketing Services  
Counsel

