

**AMENDMENT DATED November 9th, 2012
To The Credit Monitoring Products Agreement**

This Amendment to the **Credit Monitoring Products Agreement** ("Amendment") is made as of this 9th of **November, 2012** ("Amendment Effective Date"), by and between **ConsumerInfo.com, Inc.** (a.k.a. Experian Consumer Direct), a California corporation ("ECD") and **South Carolina Department of Revenue** ("Client"). Capitalized terms not otherwise defined in this Amendment shall have the meaning as set forth in the Agreement.

WHEREAS, ECD and Client entered into that certain **Credit Monitoring Products Agreement** dated as of **October 25th, 2012** ("Agreement"); and

WHEREAS, ECD and Client desire to amend and supplement the Agreement as delineated below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Revised Billing Model:** Client and ECD agree to a revised billing model with respect to the Order Form dated October 25th, 2012 ("October 25th Order") as well as additional Consumer Product requested by Client. The revised billing model shall result in a total Fee due and owing from the Client for the October 25th Order, FS Codes (as defined below), and Enhanced Customer Care Center Services of \$12,000,000 ("Total Fee"). This Total Fee shall be broken into two equal payments of \$6,000,000 each. The first \$6,000,000 payment shall be due and owing on or before **December 15th, 2012**. The second \$6,000,000 payment shall be due and owing on or before **January 31st, 2013**. This payment structure supersedes and replaces the payment structure contained within the October 25th Order (as such there shall now be no Client payment calculated per Activation Code or FS code redeemed, and no payment due and owing for the Enhanced Customer Care Services that would be calculated per Individual). The Total Fee shall include the following elements:
 - (a) **Lists of Eligible Individuals.** In accordance with the Agreement, Client has provided ECD with a list of Individuals (the "List"), and subsequently on November 5th, 2012 provided ECD a second list containing a number of additional Individuals affected by Client's data loss incident ("Additional List"). These lists shall be used for Eligibility Reconciliation pursuant to Section 4 of this Amendment. The Individuals on the List together with those Individuals on the Additional List shall be defined as the Total Individuals hereinafter.
 - (b) **Provision of Consumer Products.** ECD agrees to provide either the ProtectMyID Alert Consumer Product or the Family Secure Consumer Product to the Total Individuals, subject to the other requirements herein.
 - (c) **Enrollment Process & Eligibility of Total Individuals.** In order to receive a Consumer Product any of the Total Individuals must enroll via (i) a generic, multi-use ProtectMyID Alert Activation Code, which ECD and Client have distributed prior to the Amendment Effective Date ("Generic Code"), (ii) a single-use ProtectMyID Alert Activation Code ECD has banked at the ECD Customer Care Center or (iii) a single-use FS Code distributed by ECD in accordance with Section 3., below. A Total Individual shall be eligible to enroll and retain a membership in ProtectMyID Alert Consumer Product in the event they are (i) over 18 years old, (ii) otherwise Qualified and (iii) specifically identified on the List or the Additional List. If a Total Individual meets all the foregoing criteria they are deemed eligible for a ProtectMyID Alert membership to be provided for by ECD ("PMID Eligible"). Total Individuals shall be eligible to enroll and retain a membership in Family Secure in the event they (i) have a household member over 18 years old, (ii) are otherwise Qualified and (iii) specifically identified on the List or the Additional List. If a Total Individual meets all the foregoing criteria they are deemed eligible for a Family Secure membership to be provided for by ECD ("FS Eligible")
 - (d) **Enhanced Call Center Services.]** ECD agrees to provide Enhanced Customer Care Center Services consistent with the service scope defined in the Agreement and available to PMID Eligible and/or FS Eligible Individuals.

2. Sections 4.1 and 4.2 of the Agreement are modified to read as follows:

4.1 Fees. Client hereby agrees to pay ECD Total Fee via the two equal payments detailed in Section 1 of this Amendment, above. If Client does not make full payment of the Total Fee within ten (30) calendar days of when it is due and owing consistent with this Amendment, Client shall be provided written notice and thirty (30) calendar days to cure. In the event payment of the Total Fee is not remitted in accordance with the foregoing cure timeframes, ECD may immediately (a) deactivate the Activation Codes and FS Codes and cease further performance under this Agreement until such portion of the Total Fee is paid in full by Client, or (b) terminate this Agreement and the Individuals' enrollment in the Consumer Product. To the extent permitted by Law (including but not limited to South Carolina State Law), interest shall accrue on any past due undisputed amount of the Total Fee at the rate of one and one half percent (1.5%) per month and in addition, Client shall be liable to ECD for any costs and attorneys' fees incurred by ECD to collect unpaid amounts of the Total Fee.

4.2 Fees Non-Refundable. The Total Fee is, without limitation, due and payable as provided for within this Amendment, including any changes to facts or circumstances that may negate the need for some or all of ECD's Consumer Products or Activation Codes hereunder, and/or whether or not Client and/or any Individual utilizes the Consumer Product in accordance with the terms of this Agreement. Client agrees to not waive any of its payment obligations with respect to the Total Fee and ECD shall not be obligated to refund any amount of the Fee already paid by Client on account of (a) any of the foregoing circumstances, or (b) an Individual's inability to receive all or a portion of the Consumer Product as a result of 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 ECD requirements associated with any of the Consumer Products. Without limiting any remedies available to ECD, Client acknowledges that ECD has as of the Amendment Effective Date incurred significant costs and expenses, as well as allocated certain resources away from other projects, for the purpose of performing ECD's obligations pursuant to the Agreement."

3. **Family Secure Consumer Product Provision:** As part of the Total Fee, ECD agrees to distribute a quantity of Activation Codes for the Family Secure Consumer Product as described herein ("FS Codes"). The process for distribution of the FS Codes shall be as follows: when an Individual has successfully enrolled in the ProtectMyID Alert Consumer Product and subsequently be validated as a PMID Eligible by ECD consistent with the requirements herein, and provided a valid e-mail address to ECD as part of such enrollment prior to the Enrollment Period End Date stipulated in the October 25th Order ("Enrolled Individual"), ECD shall thereafter e-mail such Enrolled Individual an FS Code. In the event the Enrolled Individual has not provided an e-mail address, ECD will mail such Enrolled Individual an FS Code via U.S. Mail. Such FS Code may be utilized by the Enrolled Individual to thereafter enroll other family members consistent with the product description and requirements contained within Exhibit A of the Agreement, and as detailed on the Consumer Product Website and associated End-User Terms and Conditions. ECD shall send the FS Codes via periodic, batched e-mails (in a timeframe of ECD's discretion to groups of Enrolled Individuals). The Enrollment Period for the use of FS Codes shall be concurrent with the Enrollment Period detailed within the Agreement (on or before January 31, 2013).
4. **Reconciliation Process for Non-Eligible Individuals.** Client and ECD acknowledge and agree that due to the use of the Generic Code, and such subsequent widespread publication of the Generic Code, there are a certain number of persons who may be neither Individuals nor affected by Clients data loss incident who are nevertheless improperly utilizing the Generic Code to enroll in ECD's Consumer Products. Client and ECD acknowledge and agree that ECD has taken affirmative steps to put consumers on notice that if they choose to use the Generic Code and are later determined to not meet eligibility criteria associated with the Consumer Products their memberships may either be terminated or they may be offered the option to continue the Consumer Product membership at their sole expense, in ECD's reasonable discretion. In order to determine the number of non-eligible individuals, ECD shall engage in a reconciliation process using both the List and the Additional List provided by Client with the objective of identifying all PMID Eligible and FS Eligible Individuals. ECD and Client shall agree on a process in writing to verify the ineligibility of all non-eligible Individuals

prior to any communication to those Individuals by Experian that they are not eligible for services hereunder, including the possibility of an appeal process with Client. PMID Eligible and FS Eligible Individuals shall continue to receive the Consumer Products once ECD completes this reconciliation process.

5. **Taxpayer Information Confidential.** In addition to fulfilling all of its obligations under Section 7 of the Agreement, ECD shall treat all taxpayer information provided by the Client as confidential pursuant to SC Code Ann. 12-54-240, and shall not disclose the same except in response to a proper judicial order or as otherwise provided for by appropriate statute.
6. **Reporting.** ECD agrees to provide Client with e-mailed report containing the following information: (i) total number of phone calls from Individuals received by the ECD Customer Care Center to date (ii) average caller wait time, and (iii) total number of Activation Code redemptions to date once daily until December 1st, 2012, including Veteran's Day but excluding Thanksgiving Day. Reporting shall continue thereafter on a Monday through Friday basis only (exclusive of federal holidays) until January 31, 2013.

Client acknowledges and agrees that since the Generic Code is available for use by non-eligible individuals as detailed above, the numbers reported in accordance with Section 6.(a)(ii) shall be indicative of trends only and not relied upon as a basis of actual, valid redemption of Activation Codes by FS Eligible or PMID Eligible Individuals.

To the extent the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control in connection with the subject matter hereof. All terms of the Agreement not modified herein shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by duly authorized representatives and acknowledge that they understand and agree to be bound by this Amendment's terms and conditions as of the Amendment Effective Date.

South Carolina Department of Revenue

By: 

Name: James F. Etter

Title: Director

ConsumerInfo.com, Inc. (a.k.a. ECD)

By: 

Name: Guy P Abramo

Title: SVP