

EXPERIAN REFERENCE SERVICES SCHEDULE

This Experian Reference Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions, dated ("Agreement"), currently in place between Experian and Client.

1. Application. For the purposes of this Schedule, the term "Services" shall mean certain services that utilize data regulated by the Graham Leach Bliley Act ("GLB") including but not limited to the following Experian services: MetroNet®, MetroNet® Express, MetroNet® EDA Access, MetroNet Address Capture, National Change of Address ("NCOA") processing, Address Update, FACS+, Fraud Shield and Social Search services. For purposes of this Schedule, Services do not include Experian's Precise ID or BizID Services. Experian shall provide the Services to Client for the fees set forth in the applicable pricing exhibit(s).

2. Term. This Schedule shall commence on the Schedule Effective Date and continue in force without any fixed date of termination and either Client or Experian may terminate this Schedule upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if a term is designated in a pricing document signed by both parties, such term will apply to this Schedule and Client shall have no right to terminate this Schedule upon thirty (30) days prior written notice with regards to the applicable Services.

3. License and Use Restrictions. Experian grants a limited, non-exclusive, non-transferable license to use the system and Services according to the terms and conditions contained herein. Except as expressly contemplated by this Schedule, Client shall not (a) distribute, publish, transmit or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Services or the data delivered as part of the Services (the "Data"), (b) allow any third party to access the Services or the Data (including evaluation results), (c) sell, sublicense, resell or otherwise transfer any of the Services or the Data, (d) use the Services or the Data for other than its own internal purposes which are identified in Section 5 below, or (e) use the Services or Data to identify or solicit potential customers for its products or services. Client agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian 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. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users. In use cases involving True Trace for election and/or voter data, Client represents and warrants to Experian that it shall only access and use the Services and Experian Data for Client's own internal business and solely in the manner explicitly permitted in the Agreement of which Client 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. Client shall, at a minimum, comply with

Experian's standard access security requirements. Notwithstanding anything to the contrary herein, until otherwise notified by Experian in writing, Client shall not use Address Update, Social Search or MetroNet Service for the purpose of (i) quoting, rating, underwriting, renewing or monitoring any (A) insurance policy that affords coverage for various types of loss associated with an individual's real property (including rental property), autos (including rental car loss and damage collision waivers), personal tangible property, boats, and/or motorcycles or (B) life insurance policy, or (ii) developing models designed for use in the foregoing.

4. Experian Use. Experian may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations.

ALL CLIENTS MUST COMPLETE THIS SECTION

5. 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
- ☐ disclosures to persons holding a legal or beneficial interest relating to the consumer; or
- ☐ For required institutional risk control or for resolving consumer dispute or inquiries; or
- ☐ To comply with Federal, State, or local laws, rules and other applicable legal requirements; or
- ☐ To persons acting in a fiduciary or representative capacity on behalf of the consumer; or
- ☐ as necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes;

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.)

**EXPERIAN
REFERENCE SERVICES SCHEDULE**

This Schedule, together with the applicable pricing exhibit(s), supplement(s), and the Agreement as amended herein constitute the entire agreement between the parties with respect to the Services provided hereunder and supersede all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Experian Information Solutions, Inc.	
By:	_____
	Signature (Duly Authorized Representative Only)
Name:	_____
	Print
Title:	_____
Schedule Effective Date: _____	

	Print or Type Full Legal Name of Client
By:	_____
	Signature (Duly Authorized Representative Only)
Name:	_____
	Print
Title:	_____

**EXPERIAN
REFERENCE SERVICES SCHEDULE SUPPLEMENT**

This Reference Services Schedule Supplement ("Supplement") to the Reference Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions dated _____ ("Agreement"), currently in place between Experian and Client.

General. Check the box for each Service that Client is requesting to receive from Experian. In checking the box and signing below, Client warrants to Experian that it shall access and use such Service in strict compliance with the associated terms and conditions. Without limiting the generality of the foregoing or any obligations to comply with applicable law, rules and regulations with respect to Client's access and use of the Services, Client certifies to Experian that: (i) its use of the Service is pursuant to one of the exceptions under the Gramm-Leach-Bliley Act (15 U.S.C.A., Section 6801 et. seq. (2000)) ("GLB Act"); (ii) it will not use the Service, in whole or in part, as a factor in establishing the consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes, (b) employment purposes, or (c) any other purpose authorized under Section 604 of the Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended ("FCRA"); (iii) Client will use the Services (including any phone numbers and other consumer information received in connection with the Services) solely for its internal business purposes in compliance with all applicable laws, rules, regulations and Client's privacy policies, including, without limitation, the federal Telephone Consumer Protection Act ("TCPA"), Federal Communications Commission's ("FCC") rules, orders, and declaratory rulings promulgated or issued pursuant to the TCPA, the Telemarketing Sales Rule, state telemarketing and do-no-call laws, the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM Act"), Federal Trade Commission and FCC rules promulgated pursuant to the CAN-SPAM Act, federal and state call recording and monitoring laws, and, with respect to the Ported Data Services, those laws, rules and regulations applicable to the North American Portability Management LLC and those applicable to the data contained in the Ported Phone Data Services; (iv) Client has sufficient right, title and interest in the inquiry data to provide it to Experian for access and use by Experian and its third-party suppliers (including third-party telephone carriers, if applicable) as contemplated; (v) it shall not access or use the Services in connection with Client's determination as to whether to make a modification to or to restructure the terms of an account; (vi) it is solely responsible for determining if the Services are appropriate to meet Client's compliance with any of its legal or regulatory requirements or business needs. Should Client choose to modify its intended GLB Act acceptable use of a Service, 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. It being acknowledged that each Service includes third-party data, Client agrees that, notwithstanding any other provision to the contrary, in no event shall Experian be liable for the delivery or content of any of the Services, including but not limited to any inaccuracies or errors in the data contained therein. Experian will provide the Services to Client for the fees set forth in the applicable pricing document(s). This Supplement shall commence on the Supplement Effective Date and continue in force without any fixed date of termination and either Client or Experian may terminate this Supplement or the provision of a Service upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if a term is designated for a Service in a pricing document signed by both parties, such term will apply to this Supplement or Service (as applicable), and Client shall have no right to terminate the Supplement or Service upon thirty (30) days prior written notice with regards to the applicable Service(s).

Phone Number ID Services. Client shall provide Experian with (a) consumer identification information, and (b) either: (i) the consumer's telephone number or (ii) a written request to Experian for the consumer's telephone number from Experian's consumer database(s) (subparts (a) and (b) above, referred to as "Consumer Information," which inquiry data will be provided by Client in the format requested by Experian). Client acknowledges that the consumer phone numbers will be provided to Experian's suppliers (including third-party telephone carriers) to identify the consumer associated with the applicable telephone number and other data, and Experian will provide Client with information from Suppliers and match codes associated with the input data (with the related data and services from Experian, the "Phone Number ID Services"). Client certifies to Experian that Client has determined that its use of any Consumer Information provided by Experian as part of the Phone Number ID Services is pursuant to one of the following exceptions under the GLB Act:

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- To persons holding a legal or beneficial interest relating to the consumer;
- For required institutional risk control or for resolving consumer disputes or inquiries;
- To persons acting in a fiduciary or representative capacity on behalf of the consumer; or
- As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

Contact Monitor Services. The term "Contact Monitor Services" shall mean the periodic monitoring of the Phone Number ID Services. Client shall provide Experian with an initial file containing Consumer Information (as such term is defined in the section directly above) to include in the monitored file ("Monitored File" which inquiry data will be provided by Client in the format requested by Experian). Thereafter, Client shall provide Experian with an update to the Monitored File, including additions or deletions, or the acknowledgement that no changes to the Monitored File are required, no less frequently than monthly. If Client fails to provide the Monitored File (including the requisite updates or acknowledgement) as contemplated above or otherwise fails to provide such information as Experian may request, Experian may suspend its provision of the Contract Monitor Services until Client's noncompliance is adequately addressed. Experian shall monitor the consumer telephone numbers contained in the Monitored File daily (or such other period as mutually agreed to by the parties in writing) for any changes to data elements in the Monitored File, which may reflect changes to phone ownership, phone type or phone carrier. Client certifies to Experian that Client has determined that its use of any Consumer Information provided by Experian as part of the Contact Monitor Services is pursuant to one of the following exceptions under the GLB Act:

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- To persons holding a legal or beneficial interest relating to the consumer;
- For required institutional risk control or for resolving consumer disputes or inquiries;
- To persons acting in a fiduciary or representative capacity on behalf of the consumer; or
- As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

**EXPERIAN
REFERENCE SERVICES SCHEDULE SUPPLEMENT**

	<p>TrueTrace Services with Enhanced Data Elements for Collections Use. Client certifies that it shall access and use the TrueTrace Services with enhanced data elements solely for the collection of accounts on consumers for whom the Services are requested; and shall use the designated subcode(s) provided by Experian to access such Services solely for the purpose set forth herein. Client certifies to Experian that Client has determined that its use of the TrueTrace Services and the enhanced data elements is pursuant to one of the following collections exceptions under the GLB Act:</p> <p>To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;</p> <p>To persons holding a legal or beneficial interest relating to the consumer;</p> <p>For required institutional risk control or for resolving consumer disputes or inquiries; or</p> <p>Servicing or processing a financial product or service that a consumer requests or authorizes.</p>
	<p>TrueTrace Services with Cell Phone Data. Client certifies to Experian that Client has determined that its use of the TrueTrace Services is pursuant to one of the following exceptions under the GLB Act:</p> <p>To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;</p> <p>To persons holding a legal or beneficial interest relating to the consumer;</p> <p>For required institutional risk control or for resolving consumer disputes or inquiries;</p> <p>To persons acting in a fiduciary or representative capacity on behalf of the consumer; or</p> <p>As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.</p>
	<p>Ported Phone Data Services Appended to Phone Number ID Services; Ported Phone Data Services Appended to Contact Monitor Services; Ported Phone Data Services Appended to TrueTrace Services.</p> <p>Prior to Client's request for the Ported Phone Data Services, Client shall enter the Wireless Do Not Call Service Agreement ("<u>WDNC Service Agreement</u>") with Telcordia Technologies, Inc. ("<u>iConnectiv</u>"). Client acknowledges and agrees that Experian is not permitted by iConnectiv to, and that Experian is not obligated to, deliver any of the Ported Phone Data Services (as such term is defined below) unless or until Experian has received iConnectiv's approval of Client's application to be a Second Tier Customer (as such term is defined in the WDNC Service Agreement) to receive the iConnectiv data contained in the Ported Phone Data Services. Following Client's execution of the WDNC Service Agreement and iConnectiv's approval of Client's application, Client shall provide Experian with Consumer Information (as the term "Consumer Information" is defined in the Phone Number ID Services section of this Supplement), in the manner specified by Experian and at the frequency agreed to by the parties in writing. As used herein, the term "<u>Ported Phone Data Services</u>" shall mean the Experian's review and use of its and/or the third-party data, including data from iConnectiv associated with ported telephone numbers, to provide and administer an intermodal ported telephone identification service related to the Consumer Information. Client certifies to Experian that it: (1) shall only request the Ported Phone Data Services hereunder so long as the WDNC Service Agreement between iConnectiv and Client is effective; (2) shall, at all times, comply with the terms and conditions of the WDNC Service Agreement; and (3) shall limit shall only use the Ported Phone Data Services for the sole purpose of avoiding engaging in TCPA Prohibited Conduct (as such term is defined in the WDNC Service Agreement) by verifying whether the ported telephone numbers are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call. Further, in addition to the Data; Confidential Information section of the Agreement, Client is absolutely prohibited from, and subject to damages and injunctive relief for: (a) disclosing, selling, assigning, leasing or otherwise providing to any third-party, the Ported Phone Data Services (including any data contained therein), including to a local service management system or other third-party or public database; or (b) commercially exploiting the Ported Phone Data Services in any way, including, by way of example and not limitation, for resale or marketing purposes. Notwithstanding any provision to the contrary contained in the Agreement, Client acknowledges and agrees that the Ported Phone Data Services are provided "as is" and "as available," and Experian makes no representations or warranties to Client, whether express or implied or statutory, including, by way of example and not limitation, warranties of merchantability, fitness for any particular purpose, title and noninfringement relating to anything provided or used or described hereunder, all of which are hereby expressly excluded and disclaimed. In addition, Client agrees to defend and indemnify and hold Experian and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that Experian may incur, suffer, become liable for or which may be asserted or claimed against Experian as a result of Client's violation of the terms of the Agreement or Client's WDNC Service Agreement. Further, upon the termination or expiration of Experian or Client's WDNC Service Agreement with iConnectiv, Client agrees that its access to and use of the Ported Phone Data Services shall immediately terminate.</p>

This Supplement (including any applicable Pricing Addenda) and the Schedule, together with the Agreement as amended herein constitute the entire agreement between the parties with respect to the checked 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 checked Services.

Experian Information Solutions, Inc.	
<p>By: _____</p> <p style="text-align: center;">Signature (Duly Authorized Representative Only)</p> <p>Name: _____</p> <p style="text-align: center;">Print</p> <p>Title: _____</p> <p>Supplement Effective Date: _____</p>	<p>By: _____</p> <p style="text-align: center;">Print or Type Legal Entity Name of Member</p> <p>_____</p> <p style="text-align: center;">Signature (Duly Authorized Representative Only)</p> <p>Name: _____</p> <p style="text-align: center;">Print</p> <p>Title: _____</p>

EXPERIAN VERIFY - VERIFICATION REPORTS SERVICES SUPPLEMENT TO THE CONSUMER SERVICES SCHEDULE

This Experian Verify - Verification Reports Services Supplement ("**Supplement**") to the Consumer Services Schedule, dated _____ ("**Schedule**") supplements the Schedule and the Experian Standard Terms and Conditions, dated _____ ("**Agreement**"), currently in place between Experian and Client.

1. Application. For purposes of this Supplement, the term "**Verification Services**" shall mean access and use of Payroll Data, and the aggregation and delivery of Payroll Data for the creation and delivery of Verification Reports for Client's internal business purposes of employment and income verification, as more fully described herein. For purposes of this Supplement, the term "**TSP Services**", shall mean, if included as a service in a Pricing Addendum, the retention of the Verification Reports as more fully described herein. For purposes of this Supplement, "**Services**" shall mean the Verification Services and, if applicable, the TSP Services. Client will pay the fees set forth in a pricing document signed by both parties corresponding to the Services. The Verification Services will be provided by Experian Background Data, Inc. ("**EBD**"), an affiliate of Experian, as the consumer reporting agency of the Verification Reports, and Experian, acting as a service provider to EBD, will invoice and deliver the Verification Services to Client. Additionally, if applicable, EBD will retain the Verification Reports for Client as part of the TSP Services, and Experian, acting as a service provider to EBD, will invoice and deliver the TSP Services.

2. Definitions.

"**Consumer Information**" means the consumer identifying information required to access the Employer Services for the purpose of collecting the Payroll Data and creating the Verification Reports.

"**Employer Services**" means the services or information that may be made available by employers or a third party acting on an employer's behalf.

"Estimated Income Calculation" means a data field estimated from a consumer's payroll information at a given point in the year to estimate an annualized figure.

"**Payroll Data**" means the employment and/or income data and other information collected from Employer Services using Consumer Information for the creation of Verification Reports, and any derivatives or modifications thereof, which may be provided in the format specified and agreed to by EBD. Payroll Data (and all derivatives thereof, including Verification Reports, as applicable) are the confidential information of EBD, subject, at all times, to obligations of confidential treatment under the Agreement, and shall not be shared by Client with or accessed by an affiliate of Client or other third party.

"**Verification Reports**" mean "consumer reports" (as defined under the FCRA) provided by EBD using Payroll Data.

3. Services.

A. Consumer Information; Consumer Consent. Client acknowledges and agrees that the delivery of the Verification Reports and any Payroll Data contained therein to Client requires Client to obtain consumer's explicit consent for the (i) collection of the Consumer Information and provision thereof to EBD and Experian, and (ii) retention and use of Consumer

Information by EBD and Experian as may be necessary for EBD to comply with its obligations under applicable law; in both (i) and (ii) for EBD to use the Consumer Information to access the Employer Services and collect and aggregate the Payroll Data to: (x) create the applicable Verification Reports and deliver to Client, and (y) deliver the Payroll Data to EBD for use in accordance with all applicable laws, rules and regulations. In the event Client has requested Experian provide recurring Verification Reports, Client shall upon obtaining the consumer's consent: (1) provide a clear and conspicuous explanation to consumers of how the consumer can request to opt out of the recurring use of the Consumer Information in the future (e.g., electronically or through Client's customer care), (2) promptly notify Experian, in a manner agreed upon by Experian and Client, that the consumer has opted out of the use of the Consumer Information for recurring use.

B. FCRA Compliance; Permissible Purpose. Client acknowledges that the Verification Reports are "consumer reports" as defined under the FCRA, and as such Client will request and use the Verification Services solely in accordance with the FCRA use and restrictions set forth in the Schedule. Client shall include in all adverse action notices, as applicable, EBD's contact information as provided to Client. Client shall not use the Verification Reports on behalf of or disclose the Verification Reports to a third party. If Client is using the Verification Services for prequalification, Client shall obtain the written instructions of the consumer and comply with the terms set forth in Exhibit A attached hereto.

C. Restrictions. Client shall only use the Estimated Income Calculation for account review (as defined in the FCRA). Client certifies that it will not take any adverse action (as defined in the FCRA) against any consumer or deny any consumer access to any of Client's services, which is based in whole or in part on the Estimated Income Calculation.

D. TSP Services. If included as a service in a Pricing Addendum, Client appoints EBD as its technical service provider ("TSP") to make available copies of the Verification Reports on behalf of Client for a period of one (1) year from issuance of a Verification Report ("Availability Period"), solely to provide access to such Verification Reports via Experian, to Fannie Mae or Freddie Mac (each, a "GSE") upon request. Each GSE request shall include the loan/report ID and at least one consumer identifier ("Required Report Identifier") provided to the GSE by Client in order to access a Verification Report delivered under this Supplement. By providing the Required Report Identifier to a GSE, Client has approved EBD to provide the Verification Report to the GSE. After the Availability Period, EBD shall purge the retained Verification Reports from its system accessed by the GSEs in the ordinary course of its business. For purposes of clarification, the retention of Verification Reports as a TSP to Client shall be separate from, and does not impact, EBD's retention of Verification Reports for its consumer reporting agency compliance obligations.

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**EXPERIAN VERIFY - VERIFICATION REPORTS SERVICES SUPPLEMENT TO
THE CONSUMER SERVICES SCHEDULE**

This Supplement, together with the Schedule and all applicable exhibits and addenda hereto and the Agreement as amended herein, constitute the entire agreement between the parties with respect to the Services provided hereunder and supersede all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties related thereto. In the event of any conflicting or inconsistent terms between the Agreement, the Schedule and this Supplement, the terms of this Supplement shall be superior to, control and supersede the terms in the Agreement and the Schedule with respect to the subject matter hereof.

Experian Information Solutions, Inc.	
By:	
	Signature (Duly Authorized Representative Only)
Name:	
	Print
Title:	
Supplement Effective Date: _____	

	Print or Type Full Legal Name of Company
By:	
	Signature (Duly Authorized Representative Only)
Name:	
	Print
Title:	

**EXPERIAN VERIFY - VERIFICATION REPORTS SERVICES SUPPLEMENT TO
THE CONSUMER SERVICES SCHEDULE**

**EXHIBIT A
PREQUALIFICATION INSTRUCTIONS**

Additional Terms for Use for Prequalification. In the event Client intends to request and use the Verification Services for prequalification purposes to check to see if the consumer to whom the Payroll Data or Verification Report(s) relates is qualified for certain credit terms under the FCRA, Client certifies that it shall comply with the following requirements:

A. FCRA Compliance--Written Instructions. If Client is obtaining "written instructions" online, Client shall substantially comply with the following web site requirements:

- (1) Client will prominently display a message specifically informing the consumer that his or her Payroll Data or any Verification Reports will be consulted for the purpose for which it is to be used and for the purposes set forth in Section 3.A of the Supplement and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Client under the FCRA. Client agrees that the final notice provided by Client will be approved by EBD.
- (2) The instruction language above may be presented:
 - a. Together with a click box acknowledging the authorization in close proximity to the submission button (e.g. "Submit" or "I Accept" or "Proceed") only if it is clear and conspicuous as to its placement and prominence with respect to other text on the page. The consumer must not be able to proceed in the process without affirmatively agreeing by clicking the check box; or
 - b. Alternatively, the authorization may be provided in a linked pop-up or text box, if the name/description of the link is sufficiently clear to put the consumer on notice of its meaning, which could stand independent of the information in the link (for example: "By clicking below, I am providing written instructions to access my credit report as set forth here" or "By clicking below, I am providing my written authorization to obtain a credit report").
- (3) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

B. Additional Terms.

- (1) Client may return to consumer credit options obtained by Client through the Verification Services, and Client may forward consumer-provided information to a third party to whom the credit option relates, but only if consumer provides subsequent consent to do so following receipt of such credit options.
- (2) Client may not post "ID stripped" credit profiles on its web site for bid by a third party.
- (3) Client may only provide consumer referrals to third parties that have their own permissible purpose as defined in Section 604 of the FCRA, and only as directed by the consumer to whom the consumer report relates.
- (4) Client may not (a) operate as a reseller of the Verification Services or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for prequalification or any information derived therefrom ("Consumer Credit Information"), including, without limitation, by offering the Verification Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.