



EQUIFAX PROPERTY VALUATION SERVICES AGREEMENT

THIS EQUIFAX PROPERTY VALUATION SERVICES AGREEMENT (this "Agreement"), is dated and effective this day of _____, 20____ (the "Effective Date"), by and between Equifax Information Services LLC ("Equifax"), and _____ ("Client"), so that so that Client and its affiliates listed on **Exhibit A** may acquire various information services (the "Information Services") from Equifax. Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1. **Scope of Agreement.** This Agreement consists of the general terms set forth in the body of this Agreement, **Exhibit A** ("Client Affiliates"), **Exhibit B** ("Information Services"), **Exhibit C** ("Additional Terms and Conditions"), and **Exhibit D** ("Pricing"). If there is a conflict between the general terms and conditions and any exhibit, the provisions of the exhibit will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predate this Agreement and that relates to any of the Information Services named in **Exhibit B**, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
2. **Users.** Equifax will provide the Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in **Exhibit A** which are, and will be at all times, entities controlled by or under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Each Client Affiliate must be listed on **Exhibit A** in order to receive Information Services under this Agreement. Additional Client Affiliates may be added upon written notice to Equifax. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement and Client's signature to this Agreement will bind each Client Affiliate. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.
3. **License and Permitted Applications.** Client agrees that it will order Information Services only in connection with legitimate business transactions and pursuant to the additional terms and conditions as outlined in **Exhibit C**. Equifax grants a non-exclusive license to Client to use the Information Services only as described in this Agreement. Client may reproduce or store the information obtained from Equifax solely for its own uses in accordance with this Agreement, and will hold all information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Client first obtains Equifax's written consent.
4. **Compliance with Laws.** Client will comply with all applicable federal and state laws and all applicable regulations promulgated under any of them regarding the access and use of the Information Services.
5. **Audits.** Equifax may, from time to time, conduct various audits of Client's practices and procedures to determine Client's compliance with this Agreement. Client will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Client's facilities during normal business hours, and upon reasonable notice.
6. **Territory.** Client may access, use, and store the Information Services and all information and data provided or obtained through use of the Information Services (the "Equifax Information") only at or from locations within the territorial boundaries of the United States and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Client may not access, use or store the Information Services or Equifax Information at or from, or send the Information Services or Equifax Information to, any location outside of the Permitted Territory without Client first obtaining Equifax's prior written approval and entering into such written agreements as Equifax may require.

7. Service Providers. Client may not allow a third party service provider (hereafter "Service Provider"), including a CSP, as defined below, to access, use, or store the Information Services or Equifax Information on its behalf without first obtaining Equifax's written permission. A Cloud Service provider ("CSP") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Client may use a CSP to process, transmit, or store Equifax Information, subject to the following conditions: (i) Client obtains Equifax's written permission in accordance with this Section and (ii) Client certifies that Client will, and will contractually obligate its CSP to, follow Equifax minimum requirements for cloud computing and storage, including, but not limited to: data at rest encryption of at least AES-256 shall be used where Equifax Information is stored, an inventory shall be kept of all Equifax Information within the cloud environment, Equifax Information shall be logically and/or physically separated in multi-tenant environments in accordance industry standards, utilization of secure data destruction techniques shall be used to destroy Equifax Information in accordance with industry standards, assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard, incident handling and forensic support shall be provided in the event of an investigation or security incident, cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards, information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance, Client or Client's application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST), third parties providing support services to the Client or Client's CSP shall not have access to Equifax Information without prior consent of Equifax, and Client shall manage all encryption keys within the Client's CSP.

II. PRICING

Client will pay Equifax for the Information Services pursuant to the terms of the body of this Agreement and **Exhibit D**. Equifax shall electronically invoice Client for the provision of its Information Services pursuant to the terms of this Agreement and **Exhibit D**. Paper billing is available upon Client's request and may incur a monthly fee as outlined in **Exhibit D**.

III. TERM AND TERMINATION

1. Term. This Agreement will commence on the Effective Date and will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods unless a written notice of intent not to renew is provided by one party to the other party at least thirty (30) days prior to the end of the then current one-year term.

2. Termination. This Agreement will immediately terminate during any current term in the event that: (a) Client becomes insolvent or is the subject of any bankruptcy proceedings; or (b) either party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days of receipt of written notice from the non-breaching party. Equifax, by written notice, may immediately terminate this Agreement or suspend provision of any Information Services based on a reasonable belief that Client has violated any applicable law, regulation, or any of the additional terms and conditions outlined in **Exhibit C**. The obligations of Sections I.3, I.4, II, IV, V, VI, VII.9, and **Exhibit C** will survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Equifax may discontinue provision of the Information Services if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable. If such condition arises as a result of a change in applicable federal, state or local laws or regulations or due to circumstances imposed by Equifax's third party licensors or data sources, Equifax may either: (a) cease to provide the affected Information Services; or (b) establish new prices which will apply to the affected Information Services, which prices will be reasonably calculated to cover the costs incurred by Equifax and will become effective on the date specified in such notice unless Client objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

Termination or expiration of this Agreement shall not preclude either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination or expiration relieve Client's obligation to pay all fees that have accrued or are otherwise owed by Client to Equifax under this Agreement.

IV. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT HERETO, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE INFORMATION AND INFORMATION SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIVES, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, REGARDING THE ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR INFORMATION SERVICES PROVIDED TO THE OTHER HEREUNDER EXCEPT AS EXPRESSLY SET FORTH HEREIN.

NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, OR AFFILIATED COMPANIES ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT,

RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR CURRENTNESS OF THE INFORMATION SERVICES OR ANY INFORMATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT WITH RESPECT TO THE OBLIGATIONS OF INDEMNITY SET OUT IN SECTION IV, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES).

CLIENT SHALL INDEMNIFY AND DEFEND EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO A BREACH (OR ALLEGED BREACH) OF SECTIONS I.3, I.4, V, VI, OR **EXHIBIT C** OF THIS AGREEMENT BY CLIENT OR ITS AFFILIATED PERSONS AND ENTITIES.

EQUIFAX SHALL INDEMNIFY AND DEFEND CLIENT AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO A BREACH (OR ALLEGED BREACH) OF SECTION V OF THIS AGREEMENT BY EQUIFAX OR ITS AFFILIATED PERSONS AND ENTITIES.

V. CONFIDENTIALITY

Except to the extent explicitly permitted by the license grant pursuant to Section I.3 and **Exhibit C** of this Agreement, each party acknowledges that all other materials and information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the performance of this Agreement, including the terms of this Agreement and any pricing terms, consist of confidential and proprietary data (collectively, the "Confidential Information"). Each Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose Confidential Information, Recipient will notify Discloser of the request. Thereafter Discloser may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from Discloser which: (a) is or becomes publicly known; (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Discloser; (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure; or (d) is developed by Recipient without using any of Discloser's information. The rights and obligations of this Section V: (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive the termination of this Agreement for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

VI. DATA SECURITY

For the purposes of this Section VI, the term "Authorized User" means a Client employee that Client has authorized to order or access the Information Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Information Services.

Client shall: (a) ensure that all devices used to access the Information Services are in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures; and (b) take commercially reasonable measures to prevent unauthorized access to the Information Services by any person other than an Authorized User. Those measures will include, without limitation, limiting the knowledge of any passwords to those individuals with a need to know, changing user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services or if Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware used to access the Information Services. Client will monitor compliance with the obligations of this Section VI, and will immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, if applicable, a review of Equifax invoices for the purpose of detecting any unauthorized activity. In addition, except as expressly provided in this Agreement, Client will not access, use or store the Information Service at or from, or send the Information Service to, any location outside of the Permitted Territory without first obtaining Equifax's written permission. In addition, Client shall: (a) only use company-owned assets to store the Information Service; (b) use commercially reasonable efforts to secure Information Services during transit, at rest, and in storage; (c) ensure that any Service Provider with access to Information Services adheres to security requirements that are no less stringent than those applicable to Client under this Section VI; and (d) dispose of the Information Services in a secure manner.

If Equifax reasonably believes Client has violated this Section VI, Equifax or its representative may, with reasonable advance written notice to Client, perform an audit, test, or inspect Client regarding: (a) the use of the Information Services; or (b) the network security systems, facilities, security practices and procedures, to evaluate Client's compliance with the data security requirements of this Section VI. Such onsite audits and inspections shall occur during normal business hours and be conducted in such a manner so as to not unreasonably interfere with Client's business or operations.

VII. MISCELLANEOUS

1. **Assignment.** Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of Client, the sale of all or substantially all of the assets of Client, or the sale or other transfer of a fifty percent (50%) or more interest in the outstanding voting or other equity interest of Client by any person, or group of persons acting in concert, shall constitute an assignment for the purposes of this Section VII.1. Any attempt that is contrary to the terms of this Section VII.1 to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.
2. **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.
3. **Waiver of Jury Trial.** Each party agrees to waive and hereby waives the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to the Agreement or Information Services.
4. **Notices.** Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: Contract Administration, 1550 Peachtree Street, N.W., Atlanta, Georgia 30309, and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery: (a) by a nationally recognized overnight courier; or (b) by certified mail, return receipt requested.
5. **Force Majeure.** Neither party will be liable to the other by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control, including, but not limited to, governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, (e.g., fire, flood inclement weather, epidemic, or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays or acts of third parties.
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings between the parties (whether written or oral) relating to the subject matter of this Agreement. No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.
7. **Severability.** In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of this Agreement shall survive and remain in full force and effect, and any unenforceable provision shall, to the extent legally permitted, be replaced by an enforceable provision that comes closest to the parties' intent underlying the unenforceable provision.
8. **Applicable Law.** This Agreement will be governed and interpreted by the laws of the State of Georgia, without regard to principles of conflicts of law.
9. **Independent Contractor.** The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is the representative or agent of the other for any purpose, and neither has power or authority to act as agent for or to represent, act for, bind, or otherwise create or assume, any obligation on behalf of the other.
10. **Headings.** Descriptive headings used in this Agreement are for convenience only and must not be used to interpret this Agreement.
11. **Subcontractors.** Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.
12. **Use of Name.** Neither party shall use the other party's name, logo or any adaptation thereof without such party's prior written consent.

SIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Client and Equifax have executed this Agreement as of the Effective Date as evidence of their acceptance of the terms and conditions of this Agreement.

CLIENT: _____

EQUIFAX INFORMATION SERVICES LLC

Signed by: _____

Name: _____

Title: _____

Date: _____

Client Address:

**EXHIBIT A
CLIENT AFFILIATES**

Client Affiliate Name	Contact Name	Client Affiliate Street, City, State, Zip	Client Affiliate Phone Number	Client Affiliate Fax Number

EXHIBIT B INFORMATION SERVICES

Client's authorized representative **must place his or her initials** in the appropriate blank(s) below to indicate which Information Service(s) will be ordered by Client. Additional Information Services may be requested with written notice to Equifax.

OFFLINE BATCH SERVICES:

_____ **Active Listing Scan** - Includes the following data elements for each submitted property in spreadsheet format, when available:

- | | | | |
|---|--|---|-----------------------------------|
| - | Property Address (As provided by customer) | - | Listing Broker Name |
| - | Listing Date | - | Listing Broker Phone |
| - | Listing Price | - | Listing Broker Email |
| - | Listing Status | - | Average Days on Market – Segment |
| - | Listing ID | - | Average Days on Market – ZIP Code |
| - | Days on Market | - | Status |
| - | Detailed Listing Status | - | |

_____ **Automated Valuation Model (AVM) Data Appends** - The following data elements are available to be returned as part of the AVM output for each submitted property in spreadsheet format at Client's request:

- Estimated Value (current, retro, or forecasted)
- Estimated Value Range (current, retro, or forecasted)
- AVM Confidence Score
- Result Comment (success, invalid address, etc.)

_____ **Mortgage Lost Sales Analysis (LSA)** - The following data elements are available to be returned as part of the Mortgage LSA Property Module output for each submitted property in spreadsheet format at Client's request. Client agrees that any property included in the Mortgage LSA Property Module will not be available for analysis in any other Equifax Mortgage LSA Property Module product during the following twenty four (24) months.

- | | |
|--------------------------------------|-------------------------------------|
| • Customer Reference Number | • Estimated Balance (up to 3 loans) |
| • Property Address status code | • Recording Date (up to 3 loans) |
| • Mailing Address status code | • Purchase Address |
| • Forwarding Address status code | • Purchase Date |
| • Disposition | • Purchase Sale Price |
| • Lender Name (up to 3 loans) | • Input Sale Date |
| • Loan Amount (up to 3 loans) | • Input Sale Amount |
| • Loan Type (up to 3 loans) | • LTV |
| • Interest Rate (up to 3 loans) | • CLTV |
| • Interest Rate Type (up to 3 loans) | |

_____ **Public-Record Lien Data Appends** - Includes the following data elements for each submitted property in spreadsheet format, when available:

- | | |
|------------------------------------|--|
| - Last Property Purchase Date | - Second Mortgage Interest Rate |
| - Last Property Purchase Price | - Second Mortgage Loan Type |
| - First Mortgage Date | - First Lien Lender Name |
| - First Mortgage Amount | - Second Lien Lender Name |
| - First Mortgage Rate Type | - Estimated Second Mortgage Balance |
| - First Mortgage Interest Rate | - Estimated LTV (only available with purchase of AVM) |
| - First Mortgage Loan Type | - Estimated CLTV (only available with purchase of AVM) |
| - Estimated First Mortgage Balance | - Owner Occupancy Flag |
| - Second Mortgage Date | - Tax Bill Mailing Address |
| - Second Mortgage Amount | |
| - Second Mortgage Rate Type | |
| - Listing Agent's Name | |
| - Listing Agent's Phone Number | |
| - Listing Agent's Email Address | |
| - Last List Price | |

ONLINE REPORT SERVICES (PDF REPORTS):

Intelligent Property Report (IPR)

- Displays estimated value generated by AVM, comparable sales data, and select market data for a subject property
- Displays historical and forecasted median price data for a subject property's market segment, county, MSA, state, and nation expressed as a percent change

Intelligent House Price Index Report (iHPI)

- Displays historical and forecasted median price data for a subject property's market segment, county, MSA, state, and nation expressed as a percent change

Area Recent Sales Report

- Displays data on up to twenty (20) properties that recently sold in and around a subject property's neighborhood

Area Active Listings Report

- Displays data on up to twenty (20) properties that are actively listed in and around a subject property's neighborhood

Competitive Market Climate Report

- Displays select real estate market statistics for a given subject property's market segment and zip code, when available

Abbreviated AVM Report

- Displays estimated value, estimated value range, and confidence score generated by AVM

Exterior Property Condition Report (PCR)

- Reports completed by field representatives which include exterior photographs as well as insight into the exterior condition of a subject property relative to its immediate neighborhood

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

Client agrees to abide by the additional terms and conditions of this **Exhibit C**. Unless defined otherwise in this **Exhibit C**, all capitalized terms used in this **Exhibit C** will have the same meaning ascribed to them in this Agreement.

1. **License and Permitted Applications.** Equifax grants to Client a non-exclusive, non-transferable license to use the Information Services subject to the terms and conditions of this Agreement, solely for Client's internal business purposes, with no right to resell or redistribute the Information Services, in whole or in part. Unless Equifax agrees in writing otherwise, the licensed information received via the Information Services is provided for a "one-time" use only. Client may archive the licensed information solely for audit purposes for twelve (12) months after the date on which Equifax provided that licensed information to Client (the "Archive Period"). Upon the expiration of the Archive Period, Client will within a reasonable period of time, not to exceed one hundred and twenty (120) days, destroy or delete the applicable licensed information from its files and computer systems, including all copies thereof, no matter how stored. Upon Equifax's request, Client will certify in writing that it has completed the foregoing activity.

2. **Restrictions on Use.**

(a) **General Restrictions:** Client shall not: (i) use the Information Services outside the United States without Equifax's prior written consent; (ii) disassemble, decompile, manipulate or reverse engineer the Information Services or the information output there from and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering; or (iii) use the Information Services for illegal purposes, beyond the scope of the license granted above, or to violate any federal, state or local statute, law or regulation, or for skip tracing, or for electronic telephone directory assistance. Client shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. Client will not use any element or component of the Information Services to create, replace, supplement or enhance any title, legal vesting, ownership or encumbrance reports. Client will not use the Information Services coupled with alternative insurance approaches or products without first obtaining Equifax's written permission.

(b) **Consumer Restrictions:** Client shall: (i) not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any Information Services; (ii) with respect to the Information Services, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; and (iii) limit access to the Information Services to those individuals who have a "need to know" in connection with Client's business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices.

(c) **FCRA Restrictions:** Client will not use the Information Services: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (v) in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*); or (vi) in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over Client, Equifax or both.

3. **Limitations of the Information Services.** The Information Services, including without limitation, the Automated Valuation Models ("AVMs") used in the performance of the Information Services, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the Information Services. Any AVM generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The Information Services should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected primarily from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSOR MAKE ANY WARRANTY OR REPRESENTATION: (I) THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR (II) ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE INFORMATION SERVICES IN ANY JURISDICTION, STATE OR REGION.

4. **Service Availability and Changes.** If the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to circumstances involving or imposed by Equifax's third party licensors or data sources, Equifax reserves the right to, in its sole discretion: (i) change each or any of, including without limitation, the content, format, or style of a Information Services; or (ii) discontinue any Information Services, at any time as reasonably necessary to resolve any circumstances involving or imposed by such licensors or data sources. Equifax will provide notice of any change(s) or a discontinuation as far in advance as circumstances reasonably permit.

EXHIBIT D PRICING

Client agrees to abide by the terms and conditions of this **Exhibit D**. Unless defined otherwise in this **Exhibit D**, all capitalized terms used in this **Exhibit D** will have the same meaning ascribed to them in this Agreement.

PRICING:

OFFLINE BATCH SERVICES:

<u>SERVICE</u>	<u>UNITS (PER PROJECT)</u>	<u>PRICE</u>
* Active Listing Scan Batch*		
AVM Data Appends Batch		
Mortgage Lost Sales Analysis		
Public-Record Lien Data Appends Batch*		

* **Note:** Billing for batch services is contingent upon Equifax's ability to append at least one of the data elements listed in **Exhibit B**.

ONLINE REPORT SERVICES:

<u>SERVICE</u>	<u>UNITS (PER PROJECT)</u>	<u>PRICE</u>
Intelligent Property Report (IPR)		
Intelligent House Price Index Report (iHPI)		
Area Recent Sales Report		
Area Active Listings Report		
Competitive Market Climate Report		
Abbreviated AVM Report		
Exterior Property Condition Report (PCR) – 24 Hour Turn Time (Report returned no later than 11 AM EST on the 2 nd day from order placement**)		
Exterior Property Condition Report (PCR) – 24 Hour Turn Time Trip Charge (Trip charge incurred in the event inspector is unable to access the property (gated community, posted no trespassing signs, etc))		
Exterior Property Condition Report (PCR) – Priority Rush Turn Time (Report returned no later than 11 AM EST on the 3 rd day from order placement**)		
Exterior Property Condition Report (PCR) – Priority Rush Turn Time Trip Charge (Trip charge incurred in the event inspector is unable to access the property (gated community, posted no trespassing signs, etc))		
Exterior Property Condition Report (PCR) – Rush Turn Time (Report returned no later than 11 AM EST on the 4 th day from order placement**)		

Exterior Property Condition Report (PCR) – Rush Turn Time Trip Charge <i>(Trip charge incurred in the event inspector is unable to access the property (gated community, posted no trespassing signs, etc))</i>		
Exterior Property Condition Report (PCR) – Standard Turn Time <i>(Report returned no later than 11 AM EST on the 7nd day from order placement**)</i>		
Exterior Property Condition Report (PCR) – Standard Turn Time Trip Charge <i>(Trip charge incurred in the event inspector is unable to access the property (gated community, posted no trespassing signs, etc))</i>		

An additional fee of \$3.00 will be charged for all "Appointment Mandatory" PCR orders.

A \$15.00 cancelation fee will be charged for all orders that are placed and subsequently canceled prior to completion. A trip charge and cancelation fee may not be charged on the same order.

****Time Period Calculations:** The time period for determining the turn time does not include the day on which the order was placed. The time period for determining the turn time does not include standard Equifax holidays listed below and subject to change.

New Year's Day	Labor Day
Good Friday	Thanksgiving (Thursday and Friday)
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

EXHIBIT D
PRICING (CONTINUED)

PRICING TERMS AND CONDITIONS:

1. **Invoices.** Client will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Client's request and are subject to additional monthly fees. Such fees are subject to modification by Equifax at intervals of no less than one (1) year, upon prior written notice. Client shall pay for all Information Services no later than twenty (20) days from the date of Equifax's invoice. Interest will accrue daily on all amounts not timely paid at the rate of one and one-half percent (1.5%) per month.
2. **Term of Pricing Exhibit.** The prices in this **Exhibit D** shall be effective no later than ten (10) days following the Effective Date and shall continue until the one (1) year anniversary (except as otherwise indicated in the pricing table below) of the Effective Date of the Agreement. Thereafter, the rates will continue on a month-to-month basis until such time as a new pricing agreement is negotiated and evidenced in writing signed by both parties. New pricing will be effective upon the effective date of the new pricing agreement and will not be retroactive to any prior periods. Notwithstanding the foregoing, Equifax rates for the Information Services shall be evaluated and subject to modification by Equifax on a quarterly basis during the term of this Agreement. If Equifax elects to modify the pricing, Equifax shall provide Client no less than thirty (30) days' prior written notice (the "Modification Letter"); provided, however, that in the event that Client objects in writing to an Equifax proposed price modification within thirty (30) days of the date of the Modification Letter, then either party may terminate this Agreement upon fifteen (15) days written notice to the other.
3. **Taxes.** Except to the extent Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, Client will be responsible for paying all Taxes (as defined below) that are properly levied by any taxing authority upon the provision of the Services. "Taxes" shall mean any applicable sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes, however designated, , excluding, however, any state or local privilege or franchise taxes, taxes based upon Equifax's net income and any taxes or amounts in lieu thereof paid or payable by Equifax in respect of the foregoing excluded items.