

**EXPERIAN  
STANDARD TERMS AND CONDITIONS**

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between Experian Information Solutions, Inc. ("Experian") and Monterey County Tax Collector ("Client").

**1. Agreement.** The STAC contain the standard terms and conditions applicable to Experian's provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable Experian entity offering the Services (each, a "Schedule"). The STAC, together with the Schedules, and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

**2. Fees and Payment.** Client shall pay Experian for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Experian has commenced work, Client agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay Experian the full price for such Services. Experian's invoices will be deemed to be correct and acceptable to Client unless Client advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Client will pay or reimburse Experian for such shipping costs and taxes.

**3. Data; Confidential Information.**

**A. Experian Data.** The parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a consumer, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of Client to Experian and is included in Experian databases, (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Experian to Client (including, without limitation, business credit data and marketing data), and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Experian Data"). Client represents and warrants that it shall not resell the Experian Data, and that it shall only access, receive and use the Experian Data in the manner explicitly permitted in a Schedule.

**B. Safeguards.** Client agrees to treat Experian Data responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, or any other person with access to such data. Client shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Client by Experian. Such safeguards shall, at minimum, include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of Experian Data, and other information provided by Experian, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Client shall, at a minimum, comply with Experian's standard security requirements with respect to Experian Data, and to the extent applicable to Client's access and use of the Services. Client shall provide a copy of its written security program to Experian upon request and shall adopt any safeguard that Experian may reasonably request. Client shall promptly notify Experian of any unauthorized access, use or disclosure of Experian Data. 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 non-performance of any obligation with respect to Experian Data.

**C. Client Data.** Any non-public data or information provided by or on behalf of Client to Experian in connection with Client's request for the Services and which does not constitute Experian Data ("Client Data") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, Experian agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

**D. Confidential Information.** Client and Experian agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and Experian each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include Experian Data or Client Data. Without limiting the generality of the foregoing, the parties agree that Experian's Confidential Information includes the confidential, proprietary, and trade secret information of Experian, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Experian PINs, pricing structures, and application programming interfaces, (ii) the Agreement, (iii) any other types of information applicable to the Services as maybe identified in a Schedule, and (iv) any copies or derivatives of such data or information.

**4. Retained Rights; Access and Use.**

**A. Retained Rights.** Client acknowledges that Experian has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Experian Data, Experian Confidential Information and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in Experian's databases and any other intellectual property that are part of the Services or related to the Services are owned by Experian (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, Experian Data or Experian Confidential Information. Client shall not acquire any license to use the Services, Experian Data or any Experian Confidential Information in excess of the scope and/or duration described in the Agreement.

**B. Access and Use.** 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. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian.

**5. Compliance.** Experian shall comply with all federal, state and local laws, rules and regulations applicable to Experian as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to Experian of Client Data, and Client's access, receipt and use of the Services and Experian Data. Experian reserves the right to revise, amend or supplement the terms and conditions

or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

**6. Domestic Access and Use.** Client shall not access, transfer, or use the Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian.

**7. Term; Termination.** The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon any termination of the Agreement or a Schedule, Client shall immediately cease using the applicable Services, Experian Data and Experian Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by Experian immediately upon written notice to Client if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement or a Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by Experian under the Agreement or any Schedule.

**8. Limited Warranty; Disclaimers.** Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR EXPERIAN DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.

**9. Acceptance.** Client acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not Experian. Client agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Client reasonably determines that the Services do not meet Experian's obligations under the Agreement, Client shall so notify Experian in writing within ten (10) days after access to or receipt of the Services in question. Client's failure to so notify Experian shall mean that Client accepts the Services or the performance of the

Services as is. If Client so notifies Experian within ten (10) days after access to or receipt of the Services, then, unless Experian reasonably disputes Client's claim, Experian shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

**10. Limitation of Liability.**

CLIENT AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EXPERIAN UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES EXPERIAN CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, OR WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

**11. Waiver; Severability.** Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

**12. Audit.** Client agrees that Experian will have the right to audit Client's and any of its agent's compliance with the terms of the Agreement, including its access, receipt and use of the Services, Experian Confidential Information and Experian Data. Client 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.

**13. Affiliate Access to Services; Successors and Assigns; No Third-Party Beneficiaries.**

Client may allow any of its U.S. affiliates to access the Services using the same subscriber code ("subcode") as Client (each, a "Subcode Affiliate") provided that, where applicable, the Subcode Affiliate access the Services with the subcode for the same permissible purpose as Client. The terms of the Agreement will govern all Services provided to such Subcode Affiliates. Client hereby warrants that (a) Client has the necessary legal authority to bind its Subcode Affiliate(s) and shall be liable for its Subcode Affiliate(s); (b) Client's signature to this Agreement binds its Subcode Affiliate(s) to the Agreement; (c) ordering and acceptance of the Services by any Subcode Affiliate constitutes an

agreement by such Subcode Affiliate to be bound by this Agreement; and (d) Client shall ensure its Subcode Affiliate(s) comply with this Agreement and any documents and/or requirements provided by Experian. Client affiliates that use a different name or contact information for their consumer interactions, require a separate subcode from Client's subcode, or will use the Services for a permissible purpose different from Client's, will not be considered a Subcode Affiliate.

Client shall not assign, delegate, subcontract, or transfer any right or obligation of the Agreement without the prior written approval of Experian. The sale, dissolution, or merger, or other transfer of assets or controlling interest of Client shall be deemed an assignment. Experian may use subcontractors to perform any of its obligations under the Agreement and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than Experian's affiliates and their respective successors and assigns, which are hereby express third party beneficiaries of the Agreement) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an Experian affiliate) or a permitted successor assignee of such party.

**14. Excusable Delays.** Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client, and Client may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

**15. Choice of Law.** The Agreement is governed by and construed in accordance with the internal substantive laws of the state of California.

without giving effect to any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any legal action, suit, or proceeding brought by a party in any way arising out of or relating to the Agreement shall be brought in the federal or state courts located in Orange County, California.

**16. 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 Client 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.

**17. Complete Agreement.** The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and Experian with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

**18. Amendments.** The Agreement may only be amended in writing signed by authorized representatives of both parties.

**19. Survival.** The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 20, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

**20. Authority to Sign.** Each party represents that (a) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (b) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (c) if it signs the Agreement with an electronic signature, it (i) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (ii) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (iii) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and Experian sign and deliver the STAC as of the Effective Date set forth below.

|                                             |                                                 |
|---------------------------------------------|-------------------------------------------------|
| <b>Experian Information Solutions, Inc.</b> |                                                 |
| By: <u>Heather Kichey</u>                   | Signature (Duly Authorized Representative Only) |
| Name: <u>Heather Kichey</u>                 | Print                                           |
| Title: <u>Compliance Director</u>           |                                                 |
| Effective Date: <u>July 1, 2020</u>         |                                                 |

Address for Notice: Experian, 475 Arton Boulevard, Costa Mesa, CA 92626. Attn: General Counsel, Law Department

County of Monterey  
Print or Type Legal Name of Client

|                                       |                                                 |
|---------------------------------------|-------------------------------------------------|
| By: _____                             | Signature (Duly Authorized Representative Only) |
| Name: <u>Mary A. Zeeb</u>             | Print                                           |
| Title: <u>Treasurer-Tax Collector</u> |                                                 |

Physical Address for Notice:  
Attn: