

# Pricing Addendum



CLIENT NAME: Monterey County Tax Collectors Office ("Client")

PRICING TERM: 2 years ("Pricing Term")

ACCOUNT EXECUTIVE: Amy Singer

The parties acknowledge that Client and Experian Information Solutions, Inc. ("Experian") have entered into one or more other agreements (Other Agreements) concerning the terms and conditions under which Experian will provide the services listed below (Services) to Client.

This Pricing Addendum ("Addendum") establishes the pricing for all of Client's purchases of the Services listed below. Wherever possible, this Addendum and the Other Agreements shall be construed as being consistent. Where particular matters are addressed expressly in this Addendum, the terms and conditions of this Addendum (and not the Other Agreements) shall govern; otherwise, the terms and conditions of the Other Agreements (and not this Addendum) shall govern.

The term of this Addendum shall commence on the Addendum Effective Date set forth below and shall continue for the Pricing Term indicated above. Thereafter, the Addendum shall continue on a month to month basis until one party provides the other party with thirty (30) days prior written notice of that party's intent to terminate the Agreement or this Addendum or a subsequent pricing agreement is mutually executed covering the Services set forth below.

The following pricing shall apply for the quoted On-Line Services:

Service Description	Estimated Monthly/ Annual Volume	Per Unit Price
Employment Insight	\$25.00 min + \$2 service fee/ \$300 minimum annually	\$3.54

\* Credit reports delivered in a parallel process may be subjected to price premium.

\* Additional On-Line products and services not listed in this Addendum will be quoted under separate documentation.

The fees set forth in this Addendum do not include taxes. Client shall be solely responsible for all federal, state and local taxes levied or assessed in connection with Experian's performance of the Services, other than income taxes assessed with respect to Experian's net income, for which income taxes Experian will be solely responsible.

During the Term of the Addendum, if Experian's cost of providing the Services hereunder increases due to the enactment of any federal, state, or local law, ordinance or other regulatory, administrative or governmental acts or measures, or a rate change imposed on Experian by a supplier, Experian reserves the right, upon thirty (30) days prior written notice, to add a surcharge to the pricing set forth herein to cover the added cost of providing the Services.

Neither party will, without the other party's prior written consent, disclose to any person any of the terms of this Addendum.

<b>Experian Information Solutions, Inc.</b>	
By: _____	Signature (Duly Authorized Representative Only)
Name: _____	Print
Title: _____	
Addendum Effective Date: _____	

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



## EXPERIAN CONSUMER SERVICES SCHEDULE

This Consumer 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 Experian's provision of services to Client which includes the supply of consumer credit information, account review services, identification information, generic scoring services, and other data services from information stored in one of Experian's consumer databases. Experian will provide Services to Client for the fees set forth in a pricing document signed by both parties that identifies the Services being ordered by Client and which incorporates this Schedule and the Agreement by reference.

**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. FCRA Use.** Client will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et. seq.*, as amended (the "FCRA"). Without limiting the foregoing, Client certifies that Client will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law. Permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Client has purchased a consumer report from Experian in connection with a consumer's application for credit, and the consumer makes a timely request of Client, Client may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

**4. Data Use Restrictions.** 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. Client shall, at a minimum, comply with Experian's standard access security requirements.

**5. Inquiries.** When accessing Services, Client certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by Experian. Client will enter all requested Client and type code information when requesting Services. Experian may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations. Client will be responsible for installing the necessary equipment, software and security codes to prevent unauthorized access to an Experian database.

**6. Data Contribution.** If Client contributes information on its credit experience with consumers, including updates thereof, (collectively "Client Records") to Experian, Client agrees to make Client Records available to Experian at mutually agreeable times and format, in accordance with Section 623 of the FCRA. Client shall provide Client Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. Client shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Client shall bear the expense of preparing and delivering Client's Records to Experian. Experian may incorporate, at Experian's expense, Client Records into its credit reporting system. Information, once incorporated and merged with other contributed data, will be Experian's exclusive property. Client shall retain ownership in information used to compile its Client Records. At Experian's request, Client will promptly reinvestigate and verify the accuracy of Client Records. Experian may use Client Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies individuals as Client's customers. Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps Client collect on debt, it is a disservice to credit grantors for Experian to allow the deletion of this valuable collection information. For these reasons, if Client is deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Client Records from Experian's credit reporting system.

**7. Third Party Processors.** In the event Client chooses to use a third party to perform certain data processing or model building services, the parties understand and acknowledge that the third party shall be acting on behalf of Client. Client will cause the third party to (i) handle, process, and possess all Experian provided data in accordance with this Agreement, and (ii) sign a Third Party Processor Undertaking form. Client shall provide Experian with the appropriate mailing instructions at least ten (10) days prior to the requested shipment date.

### ALL CLIENTS MUST COMPLETE THIS SECTION

**8. Point of Sale Certification.** In compliance with Section 1785.14(a) of the California Civil Code, Client certifies to Experian that (i) Client ☐ **IS** ☐ **IS NOT** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"); (ii) if Client is a Retail Seller who issues Point of Sale credit, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person; and (iii) it will only use the appropriate subscriber code number designated by Experian for accessing consumer reports for California Point of Sale credit transactions conducted by Retail Seller. Client shall notify Experian within 24 hours of any change in Client's status as a Retail Seller.

**EXPERIAN  
CONSUMER SERVICES SCHEDULE**

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

<b>Experian Information Solutions, Inc.</b>	
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:	_____