

Data Furnishing Addendum to MSA

Company, through its Datalinx division (hereinafter referred to as “**Datalinx**”), and Client hereby agree to supplement the Master Services Agreement (“**MSA**”) with this Data Furnishing Addendum (the “**Addendum**”) containing the following terms and conditions related to data furnishing services (the “**Data Furnishing Terms**”), which shall be incorporated into the MSA and applicable Order by reference. If these Data Furnishing Terms and the terms of the MSA and/or an Order conflict or are inconsistent with this Addendum, these Data Furnishing Terms shall govern and control strictly as they relate to the Reporting Services provided by Datalinx. Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the MSA.

1. **Services; Acceptance.** Datalinx will provide to Client the credit data reporting and other services (the “**Reporting Services**”) described in these Data Furnishing Terms, in exchange for Client’s payment of fees set forth in an applicable Order.
2. **Client Commitments.**
 - a. Client agrees to furnish to Datalinx certain Data from its records about its customers with whom it has established accounts (the “**Reporting Data**”). Client will furnish and update such Reporting Data no less frequently than at monthly intervals, unless otherwise agreed in writing, and shall provide such Reporting Data in the form and manner required by Datalinx and communicated to Client from time to time during the Term of the applicable Order. Client hereby certifies that all Reporting Data furnished to Datalinx shall be complete and accurate.
 - b. Client represents and warrants that Client has read the United States Federal Credit Reporting Act (FCRA), and the related notice regarding Client’s obligations under the FCRA attached hereto as Exhibit A, and further agrees that, with respect to all Reporting Data furnished to Datalinx, Client will comply with all requirements of the FCRA, including any and all amendments and modifications thereto, and all Applicable Laws. For the avoidance of doubt, Client obligations include but are not limited to the following:
 - i. Client must promptly respond to inquiries from Datalinx in accordance with any response deadline provided to Client by Datalinx from time to time and/or as required by Applicable Laws. Client understands and agrees that responses to inquiries are time sensitive. Specifically, Client agrees to submit Reporting Data in an acceptable format to Datalinx via SFTP on at least a monthly basis and to provide investigation findings to Datalinx as reasonably requested.
 - ii. Notwithstanding any assistance provided by Datalinx related to dispute management, as the owner of the Reporting Data, Client is responsible for conducting dispute investigations and must conduct such dispute investigations in accordance with Applicable Laws and as communicated to Client by Datalinx.
 - iii. Upon termination of the Reporting Services, Client acknowledges and understands that Datalinx shall no longer handle consumer disputes for Client. Client as the owner of the Reporting Data, shall be responsible for maintaining FCRA compliance, including oversight of any and all consumer disputes, in process or otherwise, which may include obtaining an eOscar account and paying the associated platform fees.
3. **Datalinx Commitments.**
 - a. Datalinx agrees to convert Reporting Data provided by Client into the appropriate format required by Experian®, TransUnion®, and Equifax® (the “**credit bureaus**”), as applicable. Datalinx shall provide Client a file template for guidance.
 - i. Datalinx agrees to submit the converted file to each credit bureau where Client has been

approved by such credit bureau to report such Reporting Data. For any credit bureau requiring Client to submit its data furnishing information directly, Datalinx shall convert the Reporting Data only and provide the converted file to Client and Client is responsible for submitting the converted file to such bureau.

- ii. Datalinx shall bear no liability or otherwise be responsible for delays in the provision of Reporting Services or any portion thereof caused by Client's failure to timely provide Reporting Data, information, or responses, requested by Datalinx. Client agrees to promptly cooperate with Datalinx as necessary and appropriate and reasonably requested by Datalinx.
- iii. Datalinx agrees to process each file provided by Client in a timely manner.

4. **Fees.** The fees for the Reporting Services (the "**Fees**") are as set forth in the applicable Order. Datalinx will invoice Client for the Fees, and Client shall pay such Fees, in accordance with terms provided in the MSA.

5. **Ownership Rights.**

- a. No Transfer of Ownership. "**Client Materials**" means Client's pre-existing proprietary materials and any Data that may be incorporated with or contained in the Reporting Data provided to Datalinx. Except for the right to use Client Materials provided to Datalinx in connection with providing the Reporting Services described herein, as between Client and Datalinx, Client shall retain all rights, title and interest, including all proprietary rights in and to Client Materials. For the avoidance of doubt, Client is the owner of the Reporting Data provided to Datalinx and nothing in this Addendum shall affect a transfer of ownership, including ownership rights related to copyright or any other Intellectual Property rights from Client to Datalinx. The Client Materials and Client's Confidential Information shall not be used or exploited by Datalinx without Client's prior written consent or as otherwise expressly authorized in this Addendum, the MSA, or an applicable Order.
- b. Reservation of Rights. Datalinx reserves all rights in and to the software, technology and other Intellectual Property developed by Datalinx used to provide the Reporting Services in accordance with this Addendum. In addition, notwithstanding anything to the contrary in this Addendum, the Order, or the MSA, Datalinx will retain all rights in any knowledge, concepts, and techniques used by Datalinx in the performance of the Reporting Services.

EXHIBIT A

NOTICE TO CLIENTS REGARDING OBLIGATIONS UNDER THE FCRA

All Clients of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

OBLIGATIONS OF CLIENTS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish Data to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on Clients. All Clients that receive Reporting Services should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore.

Section 623 of the FCRA imposes the following duties upon Clients:

Accuracy Guidelines

The FCRA requires Clients to comply with federal regulations dealing with the accuracy of Data provided to CRAs by Clients. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits Data Clients from providing Data to a CRA that they know or have reasonable cause to believe is inaccurate. However, the Client is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the Client that certain Data is inaccurate. Section 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes Data to one or more CRAs determines that the Data provided is not complete or accurate, the Client must provide complete and accurate Data to the CRA. In addition, the Client must notify all CRAs that received the Data of any corrections and must thereafter report only the complete and accurate Data. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a Client, at an address specified by the Client for such notices, that specific Data is inaccurate, and the Data is, in fact, inaccurate, the Client must thereafter report the correct Data to CRAs. Section 623(a)(1)(B).

If a consumer notifies a Client that the consumer disputes the completeness or accuracy of any Data reported by the Client, the Client may not subsequently report that Data to a CRA without providing notice of the dispute. Section 623(a)(3).

Clients must comply with federal regulations that identify when a Client must investigate a dispute made directly to the Client by a consumer. Under these regulations, Clients must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional Data) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a Client that a consumer disputes the completeness or accuracy of Data provided by the Client, the Client has a duty to follow certain procedures. The Client must:

- Conduct an investigation and review all relevant Data provided by the CRA, including Data given to the CRA by the consumer. Section 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the Data was, in fact, incomplete or inaccurate, report the results to all CRAs to which the Client provided the Data that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional Data to the CRA). Section 623(b)(2).
- Promptly modify or delete the Data or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished Data to one or more CRAs must report this fact when it provides Data to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a Client reports Data concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the Client must, within 90 days after reporting the Data, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the Data in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports Data to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency

date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish Data to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative Data to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 222, App.B.

Duties When Furnishing Medical Information

A Client whose primary business is providing medical services, products, or devices (and such Client's agents or assignees) is a medical Data Client for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical Data.

Duties When ID Theft Occurs

All Clients must have in place reasonable procedures to respond to notifications from CRAs that Data furnished is the result of identity theft, and to prevent refurnishing the Data in the future. A Client may not furnish Data that a consumer has identified as resulting from identity theft unless the Client subsequently knows or is informed by the consumer that the Data is correct. Section 623(a)(6). If a Client learns that it has furnished inaccurate Data due to identity theft, it must notify each CRA of the correct Data and must thereafter report only complete and accurate Data. Section 623(a)(2). When any Client of Data is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the Client may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).