

## Rent Reporting Addendum to MSA

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

1. **Services; Acceptance.** BuildCredit will provide to Client the rent data reporting and other services (the “**Reporting Services**”) described in these Rent Reporting Terms, in exchange for Client’s payment of fees set forth in an applicable Order.

2. **Client Commitments.**

- a. Client agrees to furnish to BuildCredit 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 BuildCredit and communicated to Client from time to time during the Term of the applicable Order. Client hereby certifies that all Reporting Data furnished to BuildCredit 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 BuildCredit, 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 BuildCredit in accordance with any response deadline provided to Client by BuildCredit 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 BuildCredit via SFTP on at least a monthly basis and to provide investigation findings to BuildCredit as reasonably requested.
  - ii. Notwithstanding any assistance provided by BuildCredit 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 BuildCredit.

- iii. Upon termination of the Reporting Services, Client acknowledges and understands that BuildCredit 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.
- iv. Compliance in all respects with the Gramm-Leach-Bliley Act.
- v. To the extent Client has existing contractual agreements with the Credit Bureaus (as defined below), Client shall communicate any obligations or rights in such agreements that may have a material impact on BuildCredit's provision of Reporting Services or processing of Reporting Data.

### 3. **BuildCredit Commitments.**

- a. BuildCredit agrees to convert Reporting Data provided by Client into the appropriate format required by Experian®, TransUnion®, and Equifax® (the "**Credit Bureaus**"), as applicable. BuildCredit shall provide Client a file template for guidance.
  - i. BuildCredit agrees to submit the applicable file to each credit bureau as identified within the applicable Order and where Client has been approved by such credit bureau to report such Reporting Data. For any credit bureau requiring Client to submit its Reporting Data information directly, BuildCredit shall convert the Reporting Data only and provide the converted file to Client. Client is responsible for submitting the converted file to the applicable bureau.
  - ii. BuildCredit 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 BuildCredit. Client agrees to promptly cooperate with BuildCredit as necessary and appropriate and reasonably requested by BuildCredit.
  - iii. BuildCredit 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. BuildCredit will invoice Client for the Fees, and Client shall pay such Fees, in accordance with terms provided in the MSA.
- 5. **Client Authorization.** Client represents that BuildCredit is authorized and entitled to report consumer account information (the "**Consumer Information**") to the Credit Bureaus, acting as an agent on Client's behalf, for the purpose of providing updated and current account information to the Credit Bureaus regarding individual consumers who have made lease and rental information available to Client. Client will ensure that BuildCredit will only use the Consumer Information strictly as necessary to report such Consumer Information to the Credit Bureaus and will not use the Consumer Information for any other purpose except as

may be permitted by Applicable Laws. Client will at all times be responsible for and remain liable to the Credit Bureaus for any and all damages of any kind or nature whatsoever that may arise from or relate to the acts or omissions of BuildCredit.

## 6. 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 BuildCredit. Except for the right to use Client Materials provided to BuildCredit in connection with providing the Reporting Services described herein, as between Client and BuildCredit, 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 BuildCredit 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 BuildCredit. The Client Materials and Client’s Confidential Information shall not be used or exploited by BuildCredit without Client’s prior written consent or as otherwise expressly authorized in this Addendum, the MSA, or an applicable Order.
- b. Reservation of Rights. BuildCredit reserves all rights in and to the software, technology and other Intellectual Property developed by BuildCredit 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, BuildCredit will retain all rights in any knowledge, concepts, and techniques used by BuildCredit 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](http://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](http://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](http://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](http://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).

The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

## **Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m

Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n

Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o

Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p

Section 605A 15 U.S.C. 1681cA Section 619 15 U.S.C. 1681q

Section 605B 15 U.S.C. 1681cB Section 620 15 U.S.C. 1681r

Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s

Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1

Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2

Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t

Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u

Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v

Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w

Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x

Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y