# Consumer Permissioned Rent Reporting Addendum to MSA

Array US Inc. ("Company"), through BuildCredit, LLC ("BuildCredit"), and Client hereby agree to supplement the Master Services Agreement ("MSA") with this Consumer Permissioned Rent Reporting Addendum (the "Addendum") containing the following terms and conditions related to rent reporting services (the "Consumer Rent Reporting Terms") provided by BuildCredit, which shall be incorporated into the MSA and applicable Order by reference. If these Consumer Rent Reporting Terms and the terms of the MSA and/or an Order conflict or are inconsistent with this Addendum, these Consumer 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.

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

#### 2. Client Commitments.

- a. Client agrees to make the consumer rent reporting services available to its Subscribers. Subscribers will provide certain transaction data to BuildCredit (the "Reporting Data") as instructed at BuildCredit's sole discretion.
- b. Client represents and warrants that Client has read the United States Federal Credit Reporting Act (FCRA), and further agrees that, with respect to all Reporting Data provided by Client's Subscribers to BuildCredit, Client will comply with all requirements of the FCRA, including any and all amendments and modifications thereto, and all Applicable Laws.
- c. For the avoidance of doubt, Client obligations include but are not limited to promptly responding to inquiries from BuildCredit relating to the Reporting Data 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.

#### 3. BuildCredit Commitments.

- a. BuildCredit agrees to convert Reporting Data provided by Subscribers into the appropriate format required by Experian®, TransUnion®, and Equifax® (the "Credit Bureaus"), as applicable. BuildCredit shall process the Reporting Data provided by Subscribers in a timely manner.
- b. BuildCredit agrees to submit the applicable file to each credit bureau as identified within the applicable Order, subject to the then current requirements of the respective credit bureau.
- c. BuildCredit shall timely investigate any Subscriber disputes relating to the Reporting Data that are routed to BuildCredit through eOscar and/or sent to BuildCredit via mail at the following address: BuildCredit LLC, 2200 N. Federal Hwy., Suite 223, Boca Raton, FL 33431. BuildCredit shall follow its established dispute investigation and resolution procedures.
- 4. **Fees.** Any 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. **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, <a href="www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.

### **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 <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>. 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. <u>Section 623(a)(1)(A) and (a)(1)(C)</u>.

**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, <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a>, 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. 1681 Section 629 15 U.S.C. 1681y