



Contract #232-2014

**EQUIFAX INFORMATION SERVICES LLC
MORTGAGE SERVICES AGREEMENT**

This Mortgage Services Agreement for Service ("Agreement") is effective this 27th day of March, 2014 ("Effective Date") and is made between Equifax Information Services LLC ("Equifax") and Lexington-Fayette Urban County Government (LFUCG) ("Client") so that Client and its affiliates listed on **Exhibit A** may acquire various information services (the "Information Services") from Equifax. Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1. Scope of Agreement. This Agreement consists of the general terms set forth in the body of this Agreement, **Exhibit A** ("Client Affiliates"), **Exhibit B** ("Information Services"), **Exhibit C** ("Pricing"), and **Exhibit D** ("Vermont Fair Credit Reporting Contract Certification"). If there is a conflict between the general terms and conditions of this Agreement and any Exhibit, the provisions of the Exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by Equifax to Client, even if a given type of software, service or information is not specifically referred to in this Agreement or is not currently provided by Equifax, unless the software, service or information is furnished pursuant to a separate written agreement with Equifax, executed and effective after the Effective Date, and containing an "entire agreement" or "merger" clause. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and that relates to any of the Information Services named in **Exhibit B**, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are hereby terminated.

2. Users. Equifax will provide the Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in **Exhibit A** which are and will be at all times entities controlled by or under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Each Client Affiliate must be listed on **Exhibit A** in order to receive Information Services under this Agreement. Additional Client Affiliates may be added upon written notice to Equifax. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement and Client's signature to this Agreement will bind each Client Affiliate. At Equifax's request, Client will cause any Client Affiliate to provide Equifax with a written certification substantially similar to the one made by Client in Section I.3. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

3. FCRA Certifications. Client certifies that it will order the Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), only when Client intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the following FCRA permissible purposes: (i) in connection with a credit transaction involving the consumer

on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or (v) for employment purposes. Client further certifies that it will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose and that it will not share with or provide to any third party such consumer reports, except as otherwise permitted pursuant to Section I.7 hereof.

California Law Certification:

Client will refer to **Exhibit B.V.** of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in **Exhibit B.V.**:

Client's authorized representative must place his/her initials next to the applicable space below.

1. Do you, Client, certify you are a "retail seller", as defined in Section 1802.3 of the California Civil Code and referenced in **Exhibit B.V.**? Yes No

2. Do you, Client, issue credit to consumers who appear in person on the basis of an application for credit submitted in person? Yes No

Vermont Law Certification:

Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order the Information Services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e and applicable Vermont Rules were received from Equifax, as referenced on **Exhibit D.**

4. Territory. Client may access, use and store the Information Services and all information and data provided or obtained through use of the Information Services (the "Equifax Information") only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Client may not access, use or store the Information Services or Equifax Information at or from, or send the Information Services or Equifax Information to, any location outside of the Permitted Territory

without Client first obtaining Equifax's prior written approval and entering into such written agreements as Equifax may require.

5. Access. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax will provide reasonable consultation to Client to assist in defining those hardware and software needs.

6. Service Providers. Client may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Information Services or Equifax Information on its behalf without first obtaining Equifax's written permission.

7. License of Information. Equifax grants a non-exclusive license to Client to use the Equifax Information only as described in this Agreement. Client may reproduce or store the Equifax Information solely for its own uses in accordance with this Agreement, and will hold all Equifax Information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to each other or any others unless required by law, or unless Client first obtains Equifax's written consent; provided, however, that Client may discuss information in a consumer report with the subject of that consumer report when Client has taken adverse action against the subject based on the consumer report. Client will not provide a copy of the consumer report to the consumer, unless required by law or approved in writing by Equifax, except where this contractual prohibition would be invalid. Client will refer the consumer to Equifax whenever the consumer disputes information in an Equifax consumer report disclosed by Client. Client will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

8. Compliance with Laws. Client will comply with all applicable federal and state laws and all applicable regulations promulgated under any of them, including, without limitation, the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

9. Audits. In order to determine Client's compliance with this Agreement, Equifax or its designated representative shall have the right, from time to time, to: (1) upon reasonable notice to Client, enter into Client's facilities during normal business hours, and conduct on-site audits of Client's practices and procedures relating to Client's request for and use of consumer reports; and (2) conduct audits by mail, email or similar electronic means that may require Client to provide documentation regarding permissible purposes for particular consumer reports ordered by Client. Client shall promptly provide Equifax with copies of or access to all requested documents and records and use reasonable efforts to otherwise cooperate with Equifax in all such audits.

II. REPORTING OF ACCOUNT INFORMATION

In the event that (a) Client agrees to provide its account information in connection with its receipt of the Information Services, or (b) the provision of such account information is required as a condition of receiving a particular type of Information Service ordered by Client (as specified in **Exhibit B**), Client will prepare and deliver to Equifax, each month and at Client's expense, its most current account information on consumers that have credit accounts with Client (the "Information") in a mutually agreeable form and medium. Without limiting the generality of the foregoing, Client will encrypt all Information as directed by Equifax, and further, with respect to the Information, Client agrees to comply with such other data security policies as Equifax may from time to time make known to Client in writing. For avoidance of doubt, Client understands and agrees that its compliance with the security policies of Equifax will not relieve Client of the obligation to observe any other or further contractual, legal, or regulatory requirements, rules or terms applicable to the security of the Information, nor does Equifax assume any responsibility or liability for the security of the Information prior to the time Equifax receives it. At its expense, Equifax may incorporate the Information into Equifax's computerized credit reporting system. Client acknowledges and agrees that Equifax will not return any physical media if that is the method of delivery used to provide the Information to Equifax. Equifax will destroy all such physical media through the use of reasonable procedures designed to assure that it cannot be practicably read or reconstructed. Information so incorporated will cease to be the property of Client and will become the property of Equifax in order for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing, list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided, however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Client furnishes to Equifax on Client's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations. Client will notify Equifax promptly upon learning that Information supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting Information that is inaccurate. Client may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies.

III. PRICING

1. Client will pay Equifax for the Information Services pursuant to the terms of the body of this Agreement and **Exhibit B** and **Exhibit C** hereto.

2. Equifax shall electronically invoice Client for the provision of its Information Services pursuant to the terms of this Agreement and **Exhibits B and C**. Paper billing is available upon Client's request and may incur a monthly fee as outlined in **Exhibit C**.

IV. TERM AND TERMINATION

1. This Agreement will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods. Either party may terminate this Agreement at any time for convenience, with or without reason or cause, upon thirty (30) calendar days prior written notice to the other party.

2. This Agreement will immediately terminate during any current term: (a) by either party, with or without cause, upon thirty (30) days prior written notice; (b) in the event that Equifax or Client ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement. In addition, if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with fifteen (15) days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation. Equifax may, by written notice to Client, immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that Client has violated Section VII of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, or due to circumstances imposed by Equifax's third party vendors or data sources, or due to a change in Equifax's policies relating to compliance with law and/or data security, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations or circumstances imposed by third party vendors and will become effective on the date specified in such notice unless Client objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4. Termination or expiration of this Agreement shall not preclude either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination or expiration relieve Client's obligation to pay all fees that have accrued or are otherwise owed by Client to Equifax under this Agreement.

V. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT HERETO, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE INFORMATION AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, GUARANTEES AND WARRANTIES WHETHER EXPRESS OR IMPLIED OR STATUTORY REGARDING THE ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR CURRENTNESS OF THE INFORMATION SERVICES OR ANY INFORMATION. Client recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access.

2. CLIENT SHALL INDEMNIFY AND DEFEND EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO THE INVESTIGATION, DEFENSE, SETTLEMENT OR SATISFACTION OF CLAIMS OR CAUSES OF ACTION OF A THIRD PARTY AGAINST ANY SUCH INDEMNITEE ARISING OUT OF OR RELATING TO A BREACH (OR ALLEGED BREACH) OF SECTIONS I.3, I.7, I.8, VI., OR VII. OR EXHIBIT B OF THIS AGREEMENT BY CLIENT OR ITS AFFILIATED PERSONS AND ENTITIES.

3. EQUIFAX SHALL INDEMNIFY AND DEFEND CLIENT AND ITS AFFILIATES FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY AND EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO THE INVESTIGATION, DEFENSE, SETTLEMENT OR SATISFACTION OF CLAIMS OR CAUSES OF ACTION OF A THIRD PARTY AGAINST ANY SUCH INDEMNITEE ARISING OR RELATING TO A BREACH BY EQUIFAX OR ANY OF ITS AFFILIATED PERSONS AND ENTITIES OF EQUIFAX'S OBLIGATIONS UNDER SECTION VI. OF THIS AGREEMENT.

4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT WITH RESPECT TO THE OBLIGATIONS OF INDEMNITY SET OUT IN SECTIONS V.2 AND V.3, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL

DAMAGES, INCLUDING LOST PROFITS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES).

VI. CONFIDENTIALITY

Client agrees to hold in confidence all consumer report information received through the Information Services provided by Equifax, except as provided in Section I.7. Each party acknowledges that all other materials and information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the performance of this Agreement, including the terms of this Agreement and any pricing terms, consist of confidential and proprietary data (collectively, the "Confidential Information"). Each Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose Confidential Information, Recipient will notify the Discloser of the request. Thereafter the Discloser may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Discloser which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Discloser, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Discloser's information. The rights and obligations of this Section VI, (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Information Services, will survive the termination of this Agreement for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

VII. DATA SECURITY

1. This Section VII applies to any means through which Client orders or accesses the Information Services including, without limitation, system-to-system, personal computer or the Internet.

For the purposes of this Section VII, the term "Authorized User" means a Client employee that Client has authorized to order or access the Information Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Information Services and the

Equifax Information, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

2. Client will, with respect to handling the Equifax Information:

- (a) ensure that only Authorized Users can order or have access to the Information Services,
- (b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement,
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Client to order or access the Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use, through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,
- (f) change Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Client suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
- (g) adhere to all security features in the software and hardware Client uses to order or access the Information Services, including the use of IP restriction,
- (h) implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
- (i) in no event access the Information Services via any hand-held wireless communication device, including, but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
- (j) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs) to store the Information Services. In addition, Equifax Information must be encrypted when not in use and all printed Equifax Information must be stored in a secure, locked container when not in use and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
- (k) if Client sends, transfers or ships any Equifax Information, encrypt the Equifax Information using minimum standards of Advanced Encryption Standard (AES), minimum 128-bit key, or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms, which standards may be modified from time to time by Equifax,
- (l) not ship hardware or software between Client's locations or to third parties without deleting all Equifax Client

number(s), security codes, User IDs, passwords, Client user passwords, and any consumer information,

(m) monitor compliance with the obligations of this Section VII, and immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Information Services, including, without limitation, a review of Equifax invoices for the purpose of detecting any unauthorized activity,

(n) if, subject to Section I.6, Client uses a Service Provider to establish access to the Information Services, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Client under this Section VII,

(o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(p) use commercially reasonable efforts to secure Equifax Information when stored on servers, subject to the following requirements: (i) servers storing Equifax Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Information, which must include authentication and passwords that are changed at least every 90 days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

(q) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,

(r) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by Equifax,

(s) provide immediate notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative and

(t) in the event Client has a security incident involving Equifax Information, Client will fully cooperate with Equifax in a security assessment process and promptly remediate any finding.

3. If Equifax reasonably believes that Client has violated this Section VII, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section VII.

VIII. MISCELLANEOUS

1. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned or transferred, by operation of law or otherwise, by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

2. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

3. Waiver of Jury Trial. Each party agrees to waive and hereby waives the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to the Agreement or Information Services.

4. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: Contract Administration, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested. Notice to Client will serve as sufficient notice to all Client Affiliates.

5. Force Majeure. Neither party will be liable to the other, by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control, including, but not limited to, governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God (e.g., fire, flood, inclement weather, epidemic, or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays, or acts of third parties.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings between the parties (whether written or oral) relating to the subject matter of this Agreement. No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.

7. No Strict Construction. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its drafting or preparation.

8. Severability. If any provision of this Agreement is found to be illegal or unenforceable under applicable law by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it

enforceable without invalidating any of the remaining provisions of this Agreement.

9. Applicable Law. This Agreement will be governed and interpreted by the laws of the State of Georgia, without regard to principles of conflicts of law.

10. Independent Contractor. The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is the representative or agent of the other for any purpose, and neither has power or authority to act as agent for or to represent, act for, bind or otherwise create or assume any obligation on behalf of the other.

11. Subcontractors. Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

12. Headings. Descriptive headings used in this Agreement are for convenience only and will not be used to interpret this Agreement.

13. Use of Name. Neither party shall use the other party's name, logo or any adaptation thereof without such party's prior written consent.

14. Authority. The person signing below represents and warrants that he or she has the necessary authority to bind Client.

15. Acceptance. Equifax's delivery of the Information Services to Client shall constitute Equifax's acceptance of this Agreement and its agreement to be bound by the terms and conditions hereof as of such date.

IMPORTANT: You must respond to the California Certification box on page one, or you will not be able to access the Information Services.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT: Lexington-Fayette Urban County Government

ADDRESS: 200 E Main Street, 6th Floor

Lexington KY 40507

Signed by:

Printed Name

Jim Gray

Title:

Mayor

Date:

March 27, 2014

EXHIBIT B
EQUIFAX INFORMATION SERVICES

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, additional terms and conditions that apply to those Information Services and other special terms and conditions that may affect the provision of Information Services to Client. Client's authorized representative **must place his/her initials** in the appropriate blanks below to indicate which Information Service(s) will be provided by Equifax on the Effective Date. Additional services may be requested with written notice to Equifax. Client agrees to abide by the additional terms and conditions and special terms and conditions that apply to those Information Services.

B.I. MORTGAGE INFORMATION SERVICES

JB Credit Hi-Lite®
JB Edited Credit Hi-Lite™
JB Identity Scan
JB Mortgage Business Credit ReportSM
JB Residential Mortgage Credit Report

B.II. CREDIT SCORE INFORMATION SERVICES

JB Bankruptcy Navigator Index 4.0
JB FICO® Risk Score, Classic v4
JB FICO® Risk Score, Classic v5
JB FICO® Risk Score, Classic v8
JB VantageScoreSM1.0
JB VantageScoreSM2.0
JB VantageScoreSM3.0

B.III. OTHER INFORMATION SERVICES

JB Equifax Fraud AdvisorSM
JB ID Advisor Plus
JB OFAC Alert™

B.IV. ANCILLARY SERVICES

JB Trans Border Information/North American Link
JB Flood Determination Services

B.V. SPECIAL TERMS AND CONDITIONS

California Retail Seller
Compliance Fair Isaac Conditions

EXHIBIT B.I. EQUIFAX MORTGAGE INFORMATION SERVICES

Following are descriptions of Mortgage services provided by Equifax and additional terms and conditions applicable to those specific Information Services.

Credit*Hi-Lite™ - is a merged in-file consumer report that enables Client to separate low risk from higher risk applicants at the start of the mortgage loan decision-making process with information merged from one or more credit repositories. Optional risk management tools using Equifax risk-scoring models (i.e. FICO® Risk Score, Classic v8) and fraud prevention services (i.e. Identity Scan®) are available with this service.

Edited Credit*Hi-LiteSM - is a service that allows one or more of the items from the Credit*Hi-Lite report or from the mortgage application to be updated or added to the merged in-file.

Identity Scan - is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud. Some of the information in the IDENTITY SCAN database is provided by credit grantors. If Client orders the IDENTITY SCAN service, then Client agrees to furnish for potential inclusion in Equifax's IDENTITY SCAN system any data that Client knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Client grants Equifax permission to evaluate and include such data in Identity Scan and other identity/ fraud products if deemed appropriate by Equifax, and permits Equifax to use such information to test effectiveness of fraud and identity products. Client will not use an alert or warning message from the IDENTITY SCAN system in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Client understands that the information supplied by IDENTITY SCAN may or may not apply to the consumer who has applied to Client for credit. Client also understands and agrees that data from the IDENTITY SCAN system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Client. The use of such data shall be limited to the specific transaction for which the IDENTITY SCAN alert message is provided.

Mortgage Business Credit ReportSM - is a manually produced consumer report provided to speed the mortgage loan granting process by delivering information on self-employed borrowers that may apply for mortgage loans covering business history, financial background, number of employees, length of time in business, credit history and public record information. The report verifies trade references reporting credit limits, current balances, terms and payment histories.

Residential Mortgage Credit Report - is a full investigative consumer report that contains information from at least two national credit repositories, the consumer's loan application and results from personal interviews with manually verified name, address and employment history, when available, plus public record, tradeline and inquiry information, and may include a risk-scoring model for use as a tool in projecting future delinquencies and bankruptcies.

B.II. CREDIT SCORE INFORMATION SERVICES

Equifax may provide various scoring services ("Credit Score Information Services") to Client under this Agreement, in conjunction with various "Standard" Information Services or the Prescreen or Account Review Services. Client will abide by the additional terms and conditions relating to the Credit Score Information Services.

Additional Terms and Conditions for Credit Score Information Services

1. **Disclosure of Scores.** Client will hold all information received from Equifax in connection with any Credit Score Information Services received from Equifax under this Agreement in strict confidence and will not disclose that information ("Scores") to the consumer or to others except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.
2. **ECOA Statements.** Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Scores are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Credit Score Information Services were designed particularly (as stated in Exhibit B for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Credit Score Information Services on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B.
3. **Release.** Equifax does not guarantee the predictive value of the Scores with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge.
4. **Audit of Models.** Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.

Description of Credit Score Information Services

Bankruptcy Navigator Index 4.0 – is a scoring tool that measures the likelihood of a consumer filing bankruptcy over the next 24 months.

FICO® Risk Score, Classic, v4, v5, v8 - is a credit scoring service based on a model developed by Fair Isaac Corporation ("Fair Isaac") and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed.

VantageScoreSM 1.0, 2.0, 3.0 - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Client's receipt and use of VantageScore:

Terms and Conditions for VantageScore – Client will request VantageScores only for Client's exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScores. Client shall not use the VantageScores for model development or model calibration, except in compliance with the following conditions: (1) the VantageScores may only be used as an independent variable in custom models; (2) only the raw archived VantageScore and VantageScore segment identifier will be used in modeling (*i.e.* no other VantageScore information including, but not limited to, adverse action reasons, documentation, or scorecards will be used); and (3) Client's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Client, using VantageScores, will be kept confidential and not disclosed to any third party other than as expressly provided for below in subsections (ii), (iii), (iv), (v) and/or (vi) of this paragraph. Client shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; (iv) to government regulatory agencies; (v) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g. securities) containing or based on obligations of the consumers to which the VantageScores apply (e.g. mortgages, student loans, auto loans, credit cards), provided that (a) Client may disclose VantageScores only in aggregated formats (e.g. averages and comparative groupings) that do not reveal individual VantageScores, (b) Client shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (c) Client shall enter into an agreement with each recipient that limits the use of the VantageScore to evaluation of such assets or investments, or (vi) as required by law.

B.III. OTHER INFORMATION SERVICES

Equifax Fraud AdvisorSM – Fraud Advisor is an index that ranks the fraud risk of a population into one of several categories.

Equifax ID Advisor – ID Advisor is a tool that helps verify a consumer's identify by comparing the consumer provided information against independent data sources.

Usage Limitations – Equifax Fraud Advisor and Equifax ID Advisor – Client will not use any alert messages generated by the Service(s) as a part of the eligibility determination for granting credit, insurance or employment. Client acknowledges that any such alert message is merely an indication that the application information should be further verified prior to a business decision. Client may only use the data from the Service(s) for the specific transaction for which the alert message is provided. The Service(s) is/are proprietary and Client may not use the Service(s) as a component of any database or file built or maintained by Client. Client understands that the information supplied by the Service may or may not apply to the consumer who has made the application to Client for credit, insurance or employment.

OFAC Alert is an information service Equifax provides on behalf of Compliance Data Center, Inc., an Equifax affiliate. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes, or any other purpose authorized under the FCRA. Accordingly, Client will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Client should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual reference din your inquiry. Refer to the OFAC Customer Guide for further information.

- (1) OFAC Alert can be included as a suppression attribute in connection with Prescreen Services. Equifax will eliminate from the prescreen list any name that is matched against a listing in OFAC Alert database.
- (2) OFAC Alert can be added as an ancillary service to Customer Portfolio Review. For each account reviewed, Equifax will return a message indicating whether the Client customer is matched against a name listed in the OFAC Database.

B.IV. ANCILLARY SERVICES

Trans Border Information/North American Link. Client may from time to time request Information Services on consumers having credit histories accumulated outside of the United States. If that information is available under the terms of this Agreement, Equifax may facilitate Client's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier"). Client's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section I.3 and Section II) and this Agreement will be deemed to be a separate agreement between Client and the applicable International Supplier directly, with Equifax having entered into that agreement with Client on behalf of the International Supplier. Client further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Client from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services. In addition, Client acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Client will comply with those applicable laws and regulations regarding Client's receipt and use of the information. Client certifies that either (i) Client will not request Information Services regarding residents of Canada, or (ii) Client will comply with the additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. Client accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws.

Flood Determination Services

Equifax has entered into agreements with vendors that offer Flood Determination Services. These agreements authorize Equifax to resell and distribute the Flood Determination Services described below, and to bill Client for same at rates independently established by Equifax.

1. **Standard Certification** – a determination if a loan secured by real estate (secured building and any personal property) is located within a Special Flood Hazard Area (SFHA) based on the applicable Federal Emergency Management Agency flood map in effect at the date of the determination.
2. **Life of Loan Certification** – a Standard Certification that also includes continuing Life of Loan services for tracking and reporting subsequent Federal Emergency Management Agency flood map revisions and community participation status changes.

Supplemental Terms and Conditions Applicable to Flood Determination Services

1. **General Terms** - Client will enter into service agreements as required by the applicable Flood Determination Service vendor setting forth the terms and conditions under which Client will receive such vendor's Flood Determination Service. As between Client and Equifax, the terms of this Agreement, excepting those certifications of use applicable to consumer report information, will control Client's purchase and procurement of the Flood Determination Services through Equifax, and Client will pay Equifax for same in accordance with the rates listed in **Exhibit C**. Client agrees that Equifax may access the Flood Determination Services of the applicable vendor for distribution to Client. Equifax will have no liability in any regard for any information received through the Flood Determination Services or any decision that is based on that information.
2. **Warranty of Client, Release and Covenant** - Client warrants that it did not rely on any representation of Equifax in Client's decision to purchase the Flood Determination Services, but relied solely on its own selection criteria and experience. Client understands that Equifax does not guarantee or warrant the accuracy, completeness, merchantability or fitness for a particular purpose of the Flood Determination Services or make any other warranties of any kind or nature with respect to the Flood Determination Services. Client releases Equifax from any claim or loss of any kind or nature that arises directly or indirectly from Client's use of the Flood Determination Services or the unavailability of the Service, and further, Client covenants it will not bring any proceeding, suit, or pleading against Equifax connected with Client's use of the Flood Determination Services.

B.V. SPECIAL TERMS AND CONDITIONS

1. **California Retail Seller Compliance.** Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Client is inquiring is applying (b) in person and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Client, must match at least three items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Client in connection with the in-person credit transaction. Compliance with this law further includes Client's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Client designated in Section 3 of the Agreement that it is a "retail seller", Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a "retail seller", Client agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a "retail seller", it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Client's Equifax sales representative to ensure that Client's existing number is properly coded for these transactions.

2. Additional Terms and Conditions Applicable to Fair Isaac Scores.

In addition to the terms and conditions contained in the Agreement, the following additional terms also govern the use by Client of credit risk Scores or insurance risk Scores of Fair Isaac Corporation ("FICO Scores"):

1. From time to time, Client may request that Equifax provide FICO Scores, for, in each case, one of the following internal decisioning purposes requested: (a) in connection with the review of a consumer report it is obtaining from Equifax; (b) for the review of the portion of

its own open accounts and/or closed accounts with balances owing that it designates; (c) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (d) for use as a selection criteria to deliver a list of names to Client, or Client's designated third party processor agent; (e) for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (f) with respect to the insurance risk scores only for use in connection with the underwriting of insurance involving the consumer. Client shall use each such FICO Score only once and, with respect to FICO Scores, only in accordance with the permissible purpose under the FCRA for which Client obtained the FICO Score.

2. Client acknowledges that the FICO Scores are proprietary and that Fair Isaac retains all its intellectual property rights in the FICO Scores and the Models (defined below) used by Equifax to generate the FICO Scores. Fair Isaac grants to Client, effective during the term of the Client agreement, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 above for which the FICO Scores were obtained, including, but not limited to the single use restrictions set forth above. Client's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Client hereby certifies that it will use each FICO Score only for a permissible purpose under the FCRA. Client shall not attempt to discover or reverse engineer the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above with respect to Archive Scores), model benchmarking, or model calibration. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equifax.

3. Client shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than to a consumer as expressly permitted in the Agreement and this Section 3) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac and Equifax provide written consent in advance of such disclosure; and/or (c) such disclosure is to Client's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Client may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Client has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Client hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (iii) names Fair Isaac as an intended third party beneficiary of such agreement with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is (i) approved in writing by Fair

Isaac or (ii) required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes.

4. Fair Isaac represents and warrants that the scoring algorithm (s) used in the Models to produce FICO Scores are empirically derived and demonstrably and statistically sound; provided, that, this warranty is conditioned on (i) an Client's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (ii) the Client's compliance with all applicable laws and regulations pertaining to the use of the FICO Scores, including the Client's duty (if any) to validate or revalidate the use of credit scoring systems under the ECOA and Regulation B, and (iii) the Client's use of the FICO Scores otherwise remaining in compliance with the terms of the Agreement with respect to FICO Scores. FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

5. IN NO EVENT SHALL EQUIFAX OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL,

INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL EQUIFAX'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

6. Equifax and Client acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

- b. Colorado Surcharge. An additional surcharge of \$0.74 will apply to each request for Information Services ordered regarding a resident of the State of Colorado in order to satisfy the requirements of the Colorado Fair Credit Reporting Act.
4. Taxes. Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, Equifax shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Information Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Equifax's net income and any taxes or amounts in lieu thereof paid or payable by Equifax in respect of the foregoing excluded items. It is Client's sole responsibility to pay those taxes; and Equifax may separately invoice them.

EXHIBIT D
VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ ("Client"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of Equifax information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Equifax.

Client: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.



EQUIFAX INFORMATION SERVICES LLC
MORTGAGE SERVICES AGREEMENT

This Mortgage Services Agreement for Service ("Agreement") is effective this 27th day of March, 2014 ("Effective Date") and is made between Equifax Information Services LLC ("Equifax") and Lexington-Fayette Urban County Government (LFUCG) ("Client") so that Client and its affiliates listed on Exhibit A may acquire various information services (the "Information Services") from Equifax. Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1. Scope of Agreement. This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit A ("Client Affiliates"), Exhibit B ("Information Services"), Exhibit C ("Pricing"), and Exhibit D ("Vermont Fair Credit Reporting Contract Certification"). If there is a conflict between the general terms and conditions of this Agreement and any Exhibit, the provisions of the Exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by Equifax to Client, even if a given type of software, service or information is not specifically referred to in this Agreement or is not currently provided by Equifax, unless the software, service or information is furnished pursuant to a separate written agreement with Equifax, executed and effective after the Effective Date, and containing an "entire agreement" or "merger" clause. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and that relates to any of the Information Services named in Exhibit B, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are hereby terminated.

2. Users. Equifax will provide the Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in Exhibit A which are and will be at all times entities controlled by or under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Each Client Affiliate must be listed on Exhibit A in order to receive Information Services under this Agreement. Additional Client Affiliates may be added upon written notice to Equifax. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement and Client's signature to this Agreement will bind each Client Affiliate. At Equifax's request, Client will cause any Client Affiliate to provide Equifax with a written certification substantially similar to the one made by Client in Section I.3. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

3. FCRA Certifications. Client certifies that it will order the Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), only when Client intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the following FCRA permissible purposes: (i) in connection with a credit transaction involving the consumer

on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or (v) for employment purposes. Client further certifies that it will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose and that it will not share with or provide to any third party such consumer reports, except as otherwise permitted pursuant to Section I.7 hereof.

California Law Certification:

Client will refer to Exhibit B.V. of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in Exhibit B.V.:

Client's authorized representative must place his/her initials next to the applicable space below.

1. Do you, Client, certify you are a "retail seller", as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit B.V.? Yes No
2. Do you, Client, issue credit to consumers who appear in person on the basis of an application for credit submitted in person? Yes No

Vermont Law Certification:

Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order the Information Services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e and applicable Vermont Rules were received from Equifax, as referenced on Exhibit D.

4. Territory. Client may access, use and store the Information Services and all information and data provided or obtained through use of the Information Services (the "Equifax Information") only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Client may not access, use or store the Information Services or Equifax Information at or from, or send the Information Services or Equifax Information to, any location outside of the Permitted Territory

without Client first obtaining Equifax's prior written approval and entering into such written agreements as Equifax may require.

5. Access. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services. Equifax will provide reasonable consultation to Client to assist in defining those hardware and software needs.

6. Service Providers. Client may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Information Services or Equifax Information on its behalf without first obtaining Equifax's written permission.

7. License of Information. Equifax grants a non-exclusive license to Client to use the Equifax Information only as described in this Agreement. Client may reproduce or store the Equifax Information solely for its own uses in accordance with this Agreement, and will hold all Equifax Information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to each other or any others unless required by law, or unless Client first obtains Equifax's written consent; provided, however, that Client may discuss information in a consumer report with the subject of that consumer report when Client has taken adverse action against the subject based on the consumer report. Client will not provide a copy of the consumer report to the consumer, unless required by law or approved in writing by Equifax, except where this contractual prohibition would be invalid. Client will refer the consumer to Equifax whenever the consumer disputes information in an Equifax consumer report disclosed by Client. Client will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness.

8. Compliance with Laws. Client will comply with all applicable federal and state laws and all applicable regulations promulgated under any of them, including, without limitation, the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer.

9. Audits. In order to determine Client's compliance with this Agreement, Equifax or its designated representative shall have the right, from time to time, to: (1) upon reasonable notice to Client, enter into Client's facilities during normal business hours, and conduct on-site audits of Client's practices and procedures relating to Client's request for and use of consumer reports; and (2) conduct audits by mail, email or similar electronic means that may require Client to provide documentation regarding permissible purposes for particular consumer reports ordered by Client. Client shall promptly provide Equifax with copies of or access to all requested documents and records and use reasonable efforts to otherwise cooperate with Equifax in all such audits.

II. REPORTING OF ACCOUNT INFORMATION

In the event that (a) Client agrees to provide its account information in connection with its receipt of the Information Services, or (b) the provision of such account information is required as a condition of receiving a particular type of Information Service ordered by Client (as specified in **Exhibit B**), Client will prepare and deliver to Equifax, each month and at Client's expense, its most current account information on consumers that have credit accounts with Client (the "Information") in a mutually agreeable form and medium. Without limiting the generality of the foregoing, Client will encrypt all Information as directed by Equifax, and further, with respect to the Information, Client agrees to comply with such other data security policies as Equifax may from time to time make known to Client in writing. For avoidance of doubt, Client understands and agrees that its compliance with the security policies of Equifax will not relieve Client of the obligation to observe any other or further contractual, legal, or regulatory requirements, rules or terms applicable to the security of the Information, nor does Equifax assume any responsibility or liability for the security of the Information prior to the time Equifax receives it. At its expense, Equifax may incorporate the Information into Equifax's computerized credit reporting system. Client acknowledges and agrees that Equifax will not return any physical media if that is the method of delivery used to provide the Information to Equifax. Equifax will destroy all such physical media through the use of reasonable procedures designed to assure that it cannot be practicably read or reconstructed. Information so incorporated will cease to be the property of Client and will become the property of Equifax in order for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing, list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided, however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Client furnishes to Equifax on Client's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations. Client will notify Equifax promptly upon learning that Information supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting Information that is inaccurate. Client may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies.

III. PRICING

1. Client will pay Equifax for the Information Services pursuant to the terms of the body of this Agreement and **Exhibit B** and **Exhibit C** hereto.

2. Equifax shall electronically invoice Client for the provision of its Information Services pursuant to the terms of this Agreement and **Exhibits B and C**. Paper billing is available upon Client's request and may incur a monthly fee as outlined in **Exhibit C**.

IV. TERM AND TERMINATION

1. This Agreement will remain in full force and effect for one (1) year from the Effective Date. Thereafter, it shall automatically renew for additional one (1) year periods. Either party may terminate this Agreement at any time for convenience, with or without reason or cause, upon thirty (30) calendar days prior written notice to the other party.

2. This Agreement will immediately terminate during any current term: (a) by either party, with or without cause, upon thirty (30) days prior written notice; (b) in the event that Equifax or Client ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement. In addition, if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with fifteen (15) days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation. Equifax may, by written notice to Client, immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that Client has violated Section VII of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, or due to circumstances imposed by Equifax's third party vendors or data sources, or due to a change in Equifax's policies relating to compliance with law and/or data security, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations or circumstances imposed by third party vendors and will become effective on the date specified in such notice unless Client objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4. Termination or expiration of this Agreement shall not preclude either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination or expiration relieve Client's obligation to pay all fees that have accrued or are otherwise owed by Client to Equifax under this Agreement.

V. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT HERETO, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE INFORMATION AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, GUARANTEES AND WARRANTIES WHETHER EXPRESS OR IMPLIED OR STATUTORY REGARDING THE ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR CURRENTNESS OF THE INFORMATION SERVICES OR ANY INFORMATION. Client recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access.

2. CLIENT SHALL INDEMNIFY AND DEFEND EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO THE INVESTIGATION, DEFENSE, SETTLEMENT OR SATISFACTION OF CLAIMS OR CAUSES OF ACTION OF A THIRD PARTY AGAINST ANY SUCH INDEMNITEE ARISING OUT OF OR RELATING TO A BREACH (OR ALLEGED BREACH) OF SECTIONS I.3, I.7, I.8, VI., OR VII. OR EXHIBIT B OF THIS AGREEMENT BY CLIENT OR ITS AFFILIATED PERSONS AND ENTITIES.

3. EQUIFAX SHALL INDEMNIFY AND DEFEND CLIENT AND ITS AFFILIATES FROM AND AGAINST ANY LOSS, DAMAGE, COST, LIABILITY AND EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO THE INVESTIGATION, DEFENSE, SETTLEMENT OR SATISFACTION OF CLAIMS OR CAUSES OF ACTION OF A THIRD PARTY AGAINST ANY SUCH INDEMNITEE ARISING OR RELATING TO A BREACH BY EQUIFAX OR ANY OF ITS AFFILIATED PERSONS AND ENTITIES OF EQUIFAX'S OBLIGATIONS UNDER SECTION VI. OF THIS AGREEMENT.

4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT WITH RESPECT TO THE OBLIGATIONS OF INDEMNITY SET OUT IN SECTIONS V.2 AND V.3, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL

DAMAGES, INCLUDING LOST PROFITS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES).

VI. CONFIDENTIALITY

Client agrees to hold in confidence all consumer report information received through the Information Services provided by Equifax, except as provided in Section I.7. Each party acknowledges that all other materials and information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the performance of this Agreement, including the terms of this Agreement and any pricing terms, consist of confidential and proprietary data (collectively, the "Confidential Information"). Each Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose Confidential Information, Recipient will notify the Discloser of the request. Thereafter the Discloser may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Discloser which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Discloser, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Discloser's information. The rights and obligations of this Section VI, (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Information Services, will survive the termination of this Agreement for so long as such Confidential Information remains a trade secret under applicable law; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

VII. DATA SECURITY

1. This Section VII applies to any means through which Client orders or accesses the Information Services including, without limitation, system-to-system, personal computer or the Internet.

For the purposes of this Section VII, the term "Authorized User" means a Client employee that Client has authorized to order or access the Information Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Information Services and the

Equifax Information, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

2. Client will, with respect to handling the Equifax Information:

- (a) ensure that only Authorized Users can order or have access to the Information Services,
- (b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement,
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Client to order or access the Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use, through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,
- (f) change Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Client suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
- (g) adhere to all security features in the software and hardware Client uses to order or access the Information Services, including the use of IP restriction,
- (h) implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
- (i) in no event access the Information Services via any hand-held wireless communication device, including, but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
- (j) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs) to store the Information Services. In addition, Equifax Information must be encrypted when not in use and all printed Equifax Information must be stored in a secure, locked container when not in use and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
- (k) if Client sends, transfers or ships any Equifax Information, encrypt the Equifax Information using minimum standards of Advanced Encryption Standard (AES); minimum 128-bit key, or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms, which standards may be modified from time to time by Equifax,
- (l) not ship hardware or software between Client's locations or to third parties without deleting all Equifax Client

number(s), security codes, User IDs, passwords, Client user passwords, and any consumer information,

(m) monitor compliance with the obligations of this Section VII, and immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Information Services, including, without limitation, a review of Equifax invoices for the purpose of detecting any unauthorized activity,

(n) if, subject to Section I.6, Client uses a Service Provider to establish access to the Information Services, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Client under this Section VII,

(o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(p) use commercially reasonable efforts to secure Equifax Information when stored on servers, subject to the following requirements: (i) servers storing Equifax Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Information, which must include authentication and passwords that are changed at least every 90 days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

(q) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,

(r) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by Equifax,

(s) provide immediate notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative and

(t) in the event Client has a security incident involving Equifax Information, Client will fully cooperate with Equifax in a security assessment process and promptly remediate any finding.

3. If Equifax reasonably believes that Client has violated this Section VII, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section VII.

VIII. MISCELLANEOUS

1. Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax. Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned or transferred, by operation of law or otherwise, by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

2. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

3. Waiver of Jury Trial. Each party agrees to waive and hereby waives the right to trial by jury of any action, suit, proceeding, dispute, claim or controversy arising out of or relating to the Agreement or Information Services.

4. Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: Contract Administration, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested. Notice to Client will serve as sufficient notice to all Client Affiliates.

5. Force Majeure. Neither party will be liable to the other, by reason of any failure or delay of performance, whether foreseen or unforeseen, hereunder (except failure to pay any amount when due) if such failure arises out of causes beyond the non-performing party's reasonable control, including, but not limited to, governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God (e.g., fire, flood, inclement weather, epidemic, or earthquake), war or act of terrorism, electrical failure, mechanical failure, major computer hardware or software failures, equipment delivery delays, or acts of third parties.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings between the parties (whether written or oral) relating to the subject matter of this Agreement. No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.

7. No Strict Construction. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its drafting or preparation.

8. Severability. If any provision of this Agreement is found to be illegal or unenforceable under applicable law by a court having jurisdiction, such provision shall be unenforceable only to the extent necessary to make it

enforceable without invalidating any of the remaining provisions of this Agreement.

9. Applicable Law. This Agreement will be governed and interpreted by the laws of the State of Georgia, without regard to principles of conflicts of law.

10. Independent Contractor. The relationship of the parties established by this Agreement is solely that of independent contractors. Neither party is the representative or agent of the other for any purpose, and neither has power or authority to act as agent for or to represent, act for, bind or otherwise create or assume any obligation on behalf of the other.

11. Subcontractors. Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

12. Headings. Descriptive headings used in this Agreement are for convenience only and will not be used to interpret this Agreement.

13. Use of Name. Neither party shall use the other party's name, logo or any adaptation thereof without such party's prior written consent.

14. Authority. The person signing below represents and warrants that he or she has the necessary authority to bind Client.

15. Acceptance. Equifax's delivery of the Information Services to Client shall constitute Equifax's acceptance of this Agreement and its agreement to be bound by the terms and conditions hereof as of such date.

IMPORTANT: You must respond to the California Certification box on page one, or you will not be able to access the Information Services.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT: Lexington-Fayette Urban County Government

ADDRESS: 200 E Main Street, 6th Floor

Lexington KY 40507

Signed by:

Printed Name

Jim Gray

Title:

Mayor

Date:

March 27, 2014

EXHIBIT B
EQUIFAX INFORMATION SERVICES

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, additional terms and conditions that apply to those Information Services and other special terms and conditions that may affect the provision of Information Services to Client. Client's authorized representative **must place his/her initials** in the appropriate blanks below to indicate which Information Service(s) will be provided by Equifax on the Effective Date. Additional services may be requested with written notice to Equifax. Client agrees to abide by the additional terms and conditions and special terms and conditions that apply to those Information Services.

B.I. MORTGAGE INFORMATION SERVICES

- Credit Hi-Lite®
- Edited Credit Hi-Lite™
- Identity Scan
- Mortgage Business Credit ReportSM
- Residential Mortgage Credit Report

B.II. CREDIT SCORE INFORMATION SERVICES

- Bankruptcy Navigator Index 4.0
- FICO® Risk Score, Classic v4
- FICO® Risk Score, Classic v5
- FICO® Risk Score, Classic v8
- VantageScoreSM 1.0
- VantageScoreSM 2.0
- VantageScoreSM 3.0

B.III. OTHER INFORMATION SERVICES

- Equifax Fraud AdvisorSM
- ID Advisor Plus
- OFAC Alert™

B.IV. ANCILLARY SERVICES

- Trans Border Information/North American Link
- Flood Determination Services

B.V. SPECIAL TERMS AND CONDITIONS

California Retail Seller
Compliance Fair Isaac Conditions

EXHIBIT B.I. EQUIFAX MORTGAGE INFORMATION SERVICES

Following are descriptions of Mortgage services provided by Equifax and additional terms and conditions applicable to those specific Information Services.

Credit*Hi-Lite™ - is a merged in-file consumer report that enables Client to separate low risk from higher risk applicants at the start of the mortgage loan decision-making process with information merged from one or more credit repositories. Optional risk management tools using Equifax risk-scoring models (i.e. FICO® Risk Score, Classic v8) and fraud prevention services (i.e. Identity Scan®) are available with this service.

Edited Credit*Hi-LiteSM - is a service that allows one or more of the items from the Credit*Hi-Lite report or from the mortgage application to be updated or added to the merged in-file.

Identity Scan - is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud. Some of the information in the IDENTITY SCAN database is provided by credit grantors. If Client orders the IDENTITY SCAN service, then Client agrees to furnish for potential inclusion in Equifax's IDENTITY SCAN system any data that Client knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Client grants Equifax permission to evaluate and include such data in Identity Scan and other identity/ fraud products if deemed appropriate by Equifax, and permits Equifax to use such information to test effectiveness of fraud and identity products. Client will not use an alert or warning message from the IDENTITY SCAN system in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Client understands that the information supplied by IDENTITY SCAN may or may not apply to the consumer who has applied to Client for credit. Client also understands and agrees that data from the IDENTITY SCAN system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Client. The use of such data shall be limited to the specific transaction for which the IDENTITY SCAN alert message is provided.

Mortgage Business Credit ReportSM - is a manually produced consumer report provided to speed the mortgage loan granting process by delivering information on self-employed borrowers that may apply for mortgage loans covering business history, financial background, number of employees, length of time in business, credit history and public record information. The report verifies trade references reporting credit limits, current balances, terms and payment histories.

Residential Mortgage Credit Report - is a full investigative consumer report that contains information from at least two national credit repositories, the consumer's loan application and results from personal interviews with manually verified name, address and employment history, when available, plus public record, tradeline and inquiry information, and may include a risk-scoring model for use as a tool in projecting future delinquencies and bankruptcies.

B.II. CREDIT SCORE INFORMATION SERVICES

Equifax may provide various scoring services ("Credit Score Information Services") to Client under this Agreement, in conjunction with various "Standard" Information Services or the Prescreen or Account Review Services. Client will abide by the additional terms and conditions relating to the Credit Score Information Services.

Additional Terms and Conditions for Credit Score Information Services

1. **Disclosure of Scores.** Client will hold all information received from Equifax in connection with any Credit Score Information Services received from Equifax under this Agreement in strict confidence and will not disclose that information ("Scores") to the consumer or to others except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

2. **ECOA Statements.** Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Scores are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Credit Score Information Services were designed particularly (as stated in Exhibit B for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Credit Score Information Services on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B.

3. **Release.** Equifax does not guarantee the predictive value of the Scores with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge.

4. **Audit of Models.** Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.

Description of Credit Score Information Services

Bankruptcy Navigator Index 4.0 – is a scoring tool that measures the likelihood of a consumer filing bankruptcy over the next 24 months.

FICO® Risk Score, Classic, v4, v5, v8 - is a credit scoring service based on a model developed by Fair Isaac Corporation ("Fair Isaac") and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed.

VantageScoreSM 1.0, 2.0, 3.0 - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Client's receipt and use of VantageScore:

Terms and Conditions for VantageScore – Client will request VantageScores only for Client's exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScores. Client shall not use the VantageScores for model development or model calibration, except in compliance with the following conditions: (1) the VantageScores may only be used as an independent variable in custom models; (2) only the raw archived VantageScore and VantageScore segment identifier will be used in modeling (*i.e.* no other VantageScore information including, but not limited to, adverse action reasons, documentation, or scorecards will be used); and (3) Client's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Client, using VantageScores, will be kept confidential and not disclosed to any third party other than as expressly provided for below in subsections (ii), (iii), (iv), (v) and/or (vi) of this paragraph. Client shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; (vi) to government regulatory agencies; (v) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g. securities) containing or based on obligations of the consumers to which the VantageScores apply (e.g. mortgages, student loans, auto loans, credit cards), provided that (a) Client may disclose VantageScores only in aggregated formats (e.g. averages and comparative groupings) that do not reveal individual VantageScores, (b) Client shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (c) Client shall enter into an agreement with each recipient that limits the use of the VantageScore to evaluation of such assets or investments, or (vi) as required by law.

B.III. OTHER INFORMATION SERVICES

Equifax Fraud AdvisorSM – Fraud Advisor is an index that ranks the fraud risk of a population into one of several categories.

Equifax ID Advisor – ID Advisor is a tool that helps verify a consumer's identify by comparing the consumer provided information against independent data sources.

Usage Limitations – Equifax Fraud Advisor and Equifax ID Advisor – Client will not use any alert messages generated by the Service(s) as a part of the eligibility determination for granting credit, insurance or employment. Client acknowledges that any such alert message is merely an indication that the application information should be further verified prior to a business decision. Client may only use the data from the Service(s) for the specific transaction for which the alert message is provided. The Service(s) is/are proprietary and Client may not use the Service(s) as a component of any database or file built or maintained by Client. Client understands that the information supplied by the Service may or may not apply to the consumer who has made the application to Client for credit, insurance or employment.

OFAC Alert is an information service Equifax provides on behalf of Compliance Data Center, Inc., an Equifax affiliate. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes, or any other purpose authorized under the FCRA. Accordingly, Client will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Client should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual reference din your inquiry. Refer to the OFAC Customer Guide for further information.

- (1) OFAC Alert can be included as a suppression attribute in connection with Prescreen Services. Equifax will eliminate from the prescreen list any name that is matched against a listing in OFAC Alert database.
- (2) OFAC Alert can be added as an ancillary service to Customer Portfolio Review. For each account reviewed, Equifax will return a message indicating whether the Client customer is matched against a name listed in the OFAC Database.

B.IV. ANCILLARY SERVICES

Trans Border Information/North American Link. Client may from time to time request Information Services on consumers having credit histories accumulated outside of the United States. If that information is available under the terms of this Agreement, Equifax may facilitate Client's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier"). Client's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section 1.3 and Section II) and this Agreement will be deemed to be a separate agreement between Client and the applicable International Supplier directly, with Equifax having entered into that agreement with Client on behalf of the International Supplier. Client further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Client from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services. In addition, Client acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Client will comply with those applicable laws and regulations regarding Client's receipt and use of the information. Client certifies that either (i) Client will not request Information Services regarding residents of Canada, or (ii) Client will comply with the additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces. Client accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws.

Flood Determination Services

Equifax has entered into agreements with vendors that offer Flood Determination Services. These agreements authorize Equifax to resell and distribute the Flood Determination Services described below, and to bill Client for same at rates independently established by Equifax.

1. **Standard Certification** – a determination if a loan secured by real estate (secured building and any personal property) is located within a Special Flood Hazard Area (SFHA) based on the applicable Federal Emergency Management Agency flood map in effect at the date of the determination.

2. **Life of Loan Certification** – a Standard Certification that also includes continuing Life of Loan services for tracking and reporting subsequent Federal Emergency Management Agency flood map revisions and community participation status changes.

Supplemental Terms and Conditions Applicable to Flood Determination Services

1. **General Terms** - Client will enter into service agreements as required by the applicable Flood Determination Service vendor setting forth the terms and conditions under which Client will receive such vendor's Flood Determination Service. As between Client and Equifax, the terms of this Agreement, excepting those certifications of use applicable to consumer report information, will control Client's purchase and procurement of the Flood Determination Services through Equifax, and Client will pay Equifax for same in accordance with the rates listed in **Exhibit C**. Client agrees that Equifax may access the Flood Determination Services of the applicable vendor for distribution to Client. Equifax will have no liability in any regard for any information received through the Flood Determination Services or any decision that is based on that information.

2. **Warranty of Client, Release and Covenant** - Client warrants that it did not rely on any representation of Equifax in Client's decision to purchase the Flood Determination Services, but relied solely on its own selection criteria and experience. Client understands that Equifax does not guarantee or warrant the accuracy, completeness, merchantability or fitness for a particular purpose of the Flood Determination Services or make any other warranties of any kind or nature with respect to the Flood Determination Services. Client releases Equifax from any claim or loss of any kind or nature that arises directly or indirectly from Client's use of the Flood Determination Services or the unavailability of the Service, and further, Client covenants it will not bring any proceeding, suit, or pleading against Equifax connected with Client's use of the Flood Determination Services.

B.V. SPECIAL TERMS AND CONDITIONS

1. **California Retail Seller Compliance.** Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Client is inquiring is applying (b) in person and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Client, must match at least three items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Client in connection with the in-person credit transaction. Compliance with this law further includes Client's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Client designated in Section 3 of the Agreement that it is a "retail seller", Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a "retail seller", Client agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a "retail seller", it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Client's Equifax sales representative to ensure that Client's existing number is properly coded for these transactions.

2. Additional Terms and Conditions Applicable to Fair Isaac Scores.

In addition to the terms and conditions contained in the Agreement, the following additional terms also govern the use by Client of credit risk Scores or insurance risk Scores of Fair Isaac Corporation ("FICO Scores"):

1. From time to time, Client may request that Equifax provide FICO Scores, for, in each case, one of the following internal decisioning purposes requested: (a) in connection with the review of a consumer report it is obtaining from Equifax; (b) for the review of the portion of

its own open accounts and/or closed accounts with balances owing that it designates; (c) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (d) for use as a selection criteria to deliver a list of names to Client, or Client's designated third party processor agent; (e) for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (f) with respect to the insurance risk scores only for use in connection with the underwriting of insurance involving the consumer. Client shall use each such FICO Score only once and, with respect to FICO Scores, only in accordance with the permissible purpose under the FCRA for which Client obtained the FICO Score.

2. Client acknowledges that the FICO Scores are proprietary and that Fair Isaac retains all its intellectual property rights in the FICO Scores and the Models (defined below) used by Equifax to generate the FICO Scores. Fair Isaac grants to Client, effective during the term of the Client agreement, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 above for which the FICO Scores were obtained, including, but not limited to the single use restrictions set forth above. Client's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Client hereby certifies that it will use each FICO Score only for a permissible purpose under the FCRA. Client shall not attempt to discover or reverse engineer the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above with respect to Archive Scores), model benchmarking, or model calibration. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equifax.

3. Client shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than to a consumer as expressly permitted in the Agreement and this Section 3) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac and Equifax provide written consent in advance of such disclosure; and/or (c) such disclosure is to Client's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Client may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Client has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Client hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (iii) names Fair Isaac as an intended third party beneficiary of such agreement with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is (i) approved in writing by Fair

Isaac or (ii) required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes.

4. Fair Isaac represents and warrants that the scoring algorithm (s) used in the Models to produce FICO Scores are empirically derived and demonstrably and statistically sound; provided, that, this warranty is conditioned on (i) an Client's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (ii) the Client's compliance with all applicable laws and regulations pertaining to the use of the FICO Scores, including the Client's duty (if any) to validate or revalidate the use of credit scoring systems under the ECOA and Regulation B, and (iii) the Client's use of the FICO Scores otherwise remaining in compliance with the terms of the Agreement with respect to FICO Scores. FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

5. IN NO EVENT SHALL EQUIFAX OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL,

INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL EQUIFAX'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

6. Equifax and Client acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

- b. Colorado Surcharge. An additional surcharge of \$0.74 will apply to each request for Information Services ordered regarding a resident of the State of Colorado in order to satisfy the requirements of the Colorado Fair Credit Reporting Act.
4. Taxes. Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, Equifax shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Information Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Equifax's net income and any taxes or amounts in lieu thereof paid or payable by Equifax in respect of the foregoing excluded items. It is Client's sole responsibility to pay those taxes; and Equifax may separately invoice them.

EXHIBIT D
VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ ("Client"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of Equifax information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Equifax.

Client: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ **Fax:** _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.