

ADDENDUM FOR EXPERIAN SERVICES

This Addendum for Experian Services (this “**Addendum**”) modifies that certain Master Software Subscription Services Agreement (the “**Agreement**”), between **Miller Mendel, Inc.**, (“**MMI**”), and the Lexington-Fayette Urban County Government by and through the Lexington Police Department (“**Client**”). MMI and Client may each be referred to individually as a “**Party**” or collectively as the “**Parties**.” Unless separately defined in this Addendum, capitalized terms have the meanings specified in the Agreement.

In consideration of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

AGREEMENT

1. Experian Services. Client hereby subscribes to, and MMI agrees to provide, a service through the eSOPH System to deliver access to the Experian Information Solutions, Inc. (“**Experian**”) functionality to obtain consumer credit reports and investigative consumer reports (collectively, “**Credit Reports**”) about Applicants and other services as may be available from Experian through the eSOPH System (the “**Experian Services**”). Except as expressly provided herein, all of the terms and conditions of the Agreement apply to the provision, access, and use of the Experian Services are incorporated herein by reference and remain in full force and effect.

2. Applicant Data. Data transmitted by an Applicant or by a Client about an Applicant to the eSOPH System that is used for the Experian Services is Applicant Data, and is subject to all terms and conditions of the Agreement governing transmission, ownership, use and disposition of Applicant Data.

3. Protection of Applicant Data. The Parties hereby acknowledges that the Experian Services and Applicant Data provided by either Party to the other Party may include personal information pertaining to Applicant. The Parties agree to treat Applicant Data responsibly and take all necessary steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its Authorized Users, Applicants, employees, officers, agents or any other person with access to such Applicant Data. The Parties agree to each, at minimum, meet the requirements set forth in 16 C.F.R. § 314.4, and take all necessary steps reasonably designed to (i) ensure the security and confidentiality of Experian Services and Applicant Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Experian Services and Applicant Data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Applicant.

4. Fees and Payment. Fees and payments for the Experian Services are governed by the terms and conditions of the Agreement.

5. Fair Credit Reporting Act. Client agrees that Client, and not MMI, is solely responsible for compliance under the Fair Credit Reporting Act of 1996, as amended (15 US Code 1681) (“**FCRA**”). Client further acknowledges and agrees as follows:

5.1 Client agrees and understands that it must comply with the “FCRA Requirements” notice and Experian’s “Access Security Requirements.” Client agrees to take all reasonable measures to enforce said requirements.

5.2 Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau of Consumer Financial Protection (“**Bureau**”) under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each Credit Report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.

5.3 Client certifies it will request and use the Experian Services strictly in accordance with FCRA. Without limiting the foregoing, Client certifies that it will request and use the Experian Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another “permissible purpose” as defined by the FCRA; and (ii) transactions involving the consumer about whom such information is sought and will not request or use such Experian Services for purposes prohibited by

law. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Applicant makes a timely request to Client, Client may share the contents of Applicant's report with Applicant as long as Client does so without charge and only after authenticating Applicant's identity.

5.4 Client agrees it is solely responsible for and subject to compliance under all federal, state and local laws, rules and regulations applicable to Client's access, collection, storage, transmission, receipt, and use of the Experian Services and data. Further, Client shall comply with the FCRA.

6. Notice and Consent. In using the Experian Services, Client shall comply with all applicable laws, including but not limited to FCRA and applicable privacy and data security laws. Without limiting the foregoing, Client certifies that:

6.1 Client will ensure that prior to procurement or to causing the procurement of a Credit Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that a Credit Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;

6.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and

6.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by applicable laws.

7. Death Master File. Client acknowledges that Experian Services may contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that, consistent with its applicable FCRA or Gramm-Leach-Bliley Act use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Client further certifies that it will not take adverse action against any Applicant without further investigation to verify the information from the deceased flag or other indicia within the Experian Services.

8. Employment Decisions Based on Credit Report. Client certifies that, before taking any adverse action based in whole or in part on the Credit Report generated by Experian Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed by the Bureau under the FCRA; and (iii) a statement that information from the Credit Report and the Experian Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the Bureau and FCRA. Client agrees to defend and hold MMI harmless from all claims or damages arising from adverse actions by Client against Applicant based on eSOPH's Experian Services.

9. Experian Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the Experian Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:

9.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the Experian Services in any manner;

9.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the Experian Services;

9.3 use, transform, modify, assess or adapt the Experian Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service

that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian;

9.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the Experian Services or data;

9.5 allow any third party to access the Experian Services;

9.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Experian Services or data;

9.7 use the Experian Services or data to identify or solicit potential customers for its products or services;

9.8 use the Experian Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and

9.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the Experian Services or the data contained therein.

10. Experian Services Use Restrictions. Without limiting any provisions of the Agreement, Client agrees that it will not, either directly or indirectly, itself or through any agent or third party request, compile, store, maintain, resell or use the Experian Services (including any of the information contained in the Credit Report) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers, and transmits Experian Services to its Authorized Users.

11. Notification of Security Breach. In the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a “**Breach**”) that directly affect provision of the Experian Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.

12. Experian Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Credit Reports and compile its various databases. All data in Experian’s databases and any other intellectual property not related to the eSOPH System that are part of Experian are and will continue to be Experian’s exclusive property. Nothing contained in this Addendum shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with Experian and eSOPH’s Experian Services.

13. No Representations or Warranties. Without limiting the provisions of Section 6 of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the Experian Services. Client agrees to be solely responsible for Client’s use of the Experian Services.

14. Termination. In addition to and without limiting Section 4.3 of the Agreement, MMI may terminate this Addendum at any time with or without cause or notice at MMI’s sole discretion without penalty.

15. Entire Agreement. The Agreement, together with this Addendum, constitutes the entire agreement between the Parties relating to the subject thereof and supersedes all prior agreements, representations, negotiations and statements pertaining thereto and may not be modified except in writing signed by both Parties.

16. Addendum Controls. Where a conflict exists between the terms of this Addendum and the Agreement, the terms in this Addendum will control. Except as expressly amended herein, the remaining terms and conditions of the Agreement shall continue in full force and effect.

17. Counterparts. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree

that any facsimile copy, including those exchanged electronically as a .pdf file, of a signed counterpart of this Addendum will be treated the same as a signed original of this Addendum.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed by their respective duly authorized representatives.

MILLER MENDEL, INC

**CLIENT: LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: Tyler J. Miller

By: _____

Name: TYLER MILLER

Name: _____

Title: PRESIDENT & CEO

Title: _____

Date: JUNE 17, 2022

Date: _____