

## AGREEMENT FOR SERVICE

In order to receive various information services ("Information Service(s)") from CoreLogic Credco, LLC ("CREDCO"), the undersigned Client ("Client") agrees to the terms and conditions set forth in this agreement, the General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts ("Client's Terms and Conditions"), and the exhibits, fee schedules, and/or Statements of Work attached hereto (together, this/the "Agreement"). If there is a conflict between the general terms and conditions of this Agreement, and any exhibit and the Client's Terms and Conditions, the order of priority for governing and controlling the transaction shall be as follows (1) Client's Terms and Conditions, any exhibit, then this Agreement. This Agreement applies to every kind of information, software or service provided by CREDCO to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by CREDCO, unless the service is furnished pursuant to a separate written agreement with CREDCO, executed and effective after the date this Agreement becomes effective, and containing an "entire agreement" or merger" clause. This Agreement is effective as of the date of last signature in the signature block below (the "Effective Date"). **THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF CREDCO TO PROVIDE ANY INFORMATION SERVICES TO CLIENT UNTIL CREDCO HAS NOTIFIED CLIENT THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND CREDCO HAS ISSUED ACCESS CODES TO CLIENT.**

1. CREDCO will provide its 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, which are controlled by, or are 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. 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 CREDCO's request, Client will cause any Client affiliate to provide CREDCO with written certification substantially similar to the ones made by Client in Sections 2 and 18 below. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

2. Client certifies and agrees that it will order Information Services as an end-user. Client further certifies and agrees that it will order Information Services that are consumer reports ("Basic Reports") credit risk scores ("Scores") and other enhancements to the Basic Report solely for the permissible purposes Client has specified in Section 18 below and no other purpose. For purposes of this Agreement, the term "Credit Reports" includes Basic Reports, Scores, and other enhancement to Basic Reports, individually or collectively, as the context requires. Client agrees to obtain a signed written authorization from each consumer prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide CREDCO with copies (or originals) on request.

3. **Client agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening) unless approved beforehand in writing by CREDCO.** *Client agrees not to resell or otherwise disclose Credit Reports (or any part thereof), except in connection with the sale of a loan to which the Credit Report relates, to the consumer if adverse action has been taken based on the report, or as otherwise required by law.* Client agrees to refer consumers to CREDCO for all substantive inquiries regarding Credit Reports, to obtain the written permission of the consumer to obtain the Credit Report where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. Client understands that the Fair Credit Reporting Act ("FCRA"), 15 USC 1681 et seq., provides that any person "**who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as CREDCO] under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both.**" Client acknowledges that it understands its obligations under the FCRA and applicable state laws in ordering and using Credit Reports, and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order Credit Reports relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that it has obtained a copy of Section 2480e of the Vermont Fair Credit Reporting Statute from Credco at Credco's website [www.credco.com/legaldocuments/Exhibitbvermontlaw.pdf](http://www.credco.com/legaldocuments/Exhibitbvermontlaw.pdf).

4. Client represents that it is not classified as any of the "Prohibited Business Types" identified in Exhibit B, and Client agrees to notify CREDCO **PRIOR** to any change thereof. Except as provided elsewhere in this Agreement, Client agrees not to sell, re-sell, transfer or otherwise distribute the Information Services (or any information contained therein) without first obtaining the written permission of CREDCO.

5. Client acknowledges it has obtained a copy of the "**Notice to Users of Consumer Reports: Obligations Under the FCRA**" from CREDCO at CREDCO's website <http://www.credco.com/legaldocuments/NoticetoUser.pdf>. Copies are also available directly from the CFPB at [www.consumerfinance.gov](http://www.consumerfinance.gov). Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client is solely responsible for its own regulatory compliance. Client acknowledges it has received a copy CREDCO's **Access Security Requirements**, from the website <http://www.credco.com/legaldocuments/AccessSecurity.pdf> and Client agrees to comply with such requirements as modified by CREDCO from time to time and posted on that website; Client agrees to monitor such website on a monthly basis to obtain notice of any changes to the Access Security Requirements and Client agrees to comply with any and all such changes to the Access Security Requirements. Client certifies that it shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the Client by CREDCO, and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by CREDCO, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

6. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). **Client certifies that these requirements do not apply to it** because (a) Client is **NOT** a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Client does **NOT** issue credit to California residents who appear in person on the basis of applications for credit submitted in person. **Client further certifies that it will notify CREDCO in writing thirty (30) days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.**

7. The following provisions are applicable to Scores provided under this Agreement:

a. **If Client Orders Any Score.** If Client orders any Score, Client acknowledges and agrees as follows:

(i) Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from CREDCO pursuant to this Agreement in strict confidence and not to disclose any Score to the consumer or to any third party, except for disclosure

to the subject of the Score where Client has taken "adverse action" against such subject based in whole or part on the Score or the Basic Report with which the Score was delivered or as otherwise required under applicable law. For purposes of this Agreement, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 *et seq.*) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691 *et seq.* ("ECOA").

(ii) Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with the ECOA and Regulation B. Client agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (i) are statistical and may not be predictive as to any particular individual, (ii) are not intended to characterize any individual as to credit capability, and (iii) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or customers as to credit capability, and neither CREDCO nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/ or other methodology. **IN ORDERING A SCORE, CLIENT HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.** Client agrees that it will not use any Score for account management or prescreening.

(iii) Client understands that the providers of the Scores impose specific requirements for Client to use their Scores (as set forth in Exhibit "C", which is incorporated herein by reference, and is found at the website <http://www.credco.com/LegalDocuments/Exhibitc.pdf>). Client acknowledges it has received a copy of Exhibit "C" from the website <http://www.credco.com/LegalDocuments/Exhibitc.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such Scores; Client agrees to monitor such website on a monthly basis to obtain notice of any changes to the Scores listed on Exhibit C and Client agrees to comply with any and all such changes made to Exhibit C as a condition to ordering and using the Scores set forth in Exhibit C. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of Section 7 of this Agreement or any other provision of the Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such terms will automatically be incorporated into this Agreement and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client. The terms of this Agreement shall be applicable to all Scores Client orders hereunder, except for terms that are in direct conflict with the requirements of the Score provider, in which case, such requirements shall govern as provided above. From time to time, CREDCO may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Agreement, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Agreement and any additional terms and requirements imposed by CREDCO and/or the provider of the Score.

8. In the event that CREDCO provides its software to Client in connection with this Agreement ("Software Product"), Client agrees to be bound by the terms under which the Software Product is provided to Client, whether contained in a shrinkwrap agreement, clickwrap agreement, or otherwise (each, a "Software Product Agreement"). In addition to, and not in lieu of, the specific terms of the applicable Software Product Agreement, Client agrees that THE SOFTWARE PRODUCT IS PROVIDED TO CLIENT "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE. CREDCO DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT CLIENT WILL BE ABLE TO ACCESS INFORMATION SERVICES THROUGH IT ON AN UNINTERRUPTED BASIS OR FREE FROM COMPUTER VIRUSES OR SIMILAR DEVICES THAT MAY CAUSE LOSS OF INFORMATION OR DISABLE CLIENT'S COMPUTER SOFTWARE OR EQUIPMENT (COLLECTIVELY, "DISABLING DEVICES."). **CLIENT ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, PERFORMANCE, AND RESULTS OF THE SOFTWARE PRODUCT.**

9. The Information Services (including Credit Reports) are provided "AS IS." **CREDCO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE INFORMATION SERVICES (OR ANY INFORMATION CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION SERVICE, THAT THE INFORMATION SERVICES WILL MEET CLIENT'S NEEDS, OR THAT THE INFORMATION SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED BASIS OR FREE FROM DISABLING DEVICES, AND CREDCO EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY SCORE, IF ANY, ARE MADE SOLELY BY THE PROVIDERS OF THE SCORE, AND CLIENT RELEASES CREDCO FROM ALL LIABILITIES AND CLAIMS IN CONNECTION WITH RESPECT TO ALL SCORES.**

10. At Client's request, CREDCO will accept orders for Information Services transmitted to either CREDCO's website on the Internet or CREDCO's web servers via the Internet. CREDCO will transmit Information Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by CREDCO. Client acknowledges it has received a copy of CREDCO's Internet Security Requirements from the website <http://www.credco.com/legaldocuments/InternetSecurity.pdf> and agrees to comply with the provisions therein as may be modified from time to time by CREDCO and posted on that website. **Client agrees to monitor such website on a monthly basis to obtain notice of such changes to the Internet Security Requirements, and Client agrees to comply with any and all such changes to the Internet Security Requirements.** Client agrees that each time it places an order for an Information Service via the Internet, Client is, and will continue to be, in compliance with these requirements. **CLIENT AGREES THAT NOTHING IN THIS SECTION 10 PERMITS CLIENT TO TRANSMIT INFORMATION SERVICES (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM CREDCO.** Client agrees that CREDCO may immediately upon notice to Client suspend or terminate orders and deliveries of Information Services via CREDCO website and/or servers if Client is in breach of any requirement under this Agreement or if CREDCO otherwise determines such action is advisable. CREDCO DOES NOT WARRANT THAT INFORMATION SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL CREDCO HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

11. In no event will either Party, any score provider or any other provider of information used by CREDCO in preparing Information Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to the other for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, transmission of Disabling Devices, loss or corruption of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation in connection with any Information Service or Client's use or inability to use any Software Product, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT. Notwithstanding anything in this Agreement to the contrary, in the case of CREDCO's indemnification obligations in Client's Terms and Conditions and claims for damages resulting from CREDCO's recklessness, willful misconduct, and/or fraud, the limitation on liability set forth in this section shall not apply to such indemnification obligations and claims. The maximum liability of CREDCO for all other claims in connection with an Information Service will not exceed an amount

equal to the price paid by Client for such Information Service. Exclusion of CREDCO's indemnification obligations from its limitation of liability is required by the Contract Management Guide referred to in Texas Government Code § 2262.051.

12. Client agrees that upon reasonable notice, CREDCO may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Agreement (including, without limitation, Client's network, security systems, facilities, practices, and procedures) in order to confirm that Client adequately protects against the improper use of Information Services and that Client is in compliance with CREDCO's Internet security requirements then in effect and all of the other requirements under this Agreement. Client agrees to fully cooperate in connection with such audits and to make all changes requested by CREDCO required to assure against unauthorized access of Information Services and for Client to comply with the other requirements of this Agreement.

13. Client agrees to pay fees according to CREDCO's fee schedule as in effect from time to time and/or Statement of Work, as may be applicable in accordance with the Texas Prompt Payment Act, (Tex. Gov't Code Chapter 2251 *et. seq* and as outlined in the Client's Terms and Conditions).

14. **EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY OR (EXCEPT FOR THE SURVIVING OBLIGATIONS DEFINED IN SECTION 15) FURTHER LIABILITY, EFFECTIVE UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** In addition, CREDCO may suspend providing Information Services to Client without notice if (a) required by applicable law; (b) CREDCO reasonably believes consumer credit information is at risk of improper disclosure; or, (c) CREDCO's third-party data provider(s), for any reason, suspend or terminate CREDCO's access to or use of the services required to provide the Information Services herein. Subject to the foregoing, in addition, CREDCO may suspend providing Information Services to Client upon forty-eight (48) hours' notice if Credco believes that Client has breached any of its obligations hereunder; in such case, if the Client disagrees that it has breached its obligations under the Agreement, CREDCO shall utilize the dispute resolution process outlined in Tex. Gov't Code Chapter 2260 as outlined in the Client's Terms and Conditions.

15. Termination of this Agreement will not: (a) release or otherwise affect Client's obligation to pay CREDCO in full for any fees per CREDCO's fee schedule and/or Statement of Work, as may be applicable, late charges incurred to and including the date of termination; and/or (b) terminate or otherwise affect the disclaimers and limitations of liability contained in this Agreement, which will survive termination of this Agreement.

16. All fees listed in CREDCO's fee schedule and/or Statement of Work, as may be applicable, are subject to change upon 30 days' written notice from Credco, based on data cost adjustments from the credit bureaus or other third-party data providers. However, Client shall have the right to terminate this Agreement without notice as a result of any increase in such fees.

17. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. No change may be made to this Agreement except by in writing executed by Client and the Compliance Officer or other authorized officer of CREDCO. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement to be illegal or invalid or unenforceable, the legality and validity and enforceability of the remaining parts, terms, or provisions will not be affected thereby and the illegal or invalid or unenforceable part, term, or provision will be deemed not to be a part of, and severable from, the remaining portions of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. Client may not assign this Agreement, in whole or in part, without CREDCO's prior written consent.

20. If Client orders OFAC Screening Service, CREDCO Screening Services, Identity Verification and Fraud Prevention Products, or Tax Return Information Services ("4506-T Direct Reports"), Client acknowledges and agrees to comply with and abide by the additional terms and requirements as set forth in Exhibit "D", which is incorporated herein by reference and is found at the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf>. Client acknowledges it has received a copy of Exhibit "D" from the website <http://www.credco.com/LegalDocuments/Exhibitd.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website as a condition to ordering such products; Client agrees to monitor such website on a monthly basis to obtain notice of any changes to the products and services listed on Exhibit D and Client agrees to comply with any and all such changes made to Exhibit D as a condition to ordering and using the Information Services set forth in Exhibit D.

18. Client certifies that it will order Credit Reports solely for one or more of the following purpose(s) and for no other purpose.

*(Client must check only those that apply, and, below Client's signature to this Agreement, declare all intended uses of Credit Reports):*

<input checked="" type="checkbox"/>	a.	in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer
<input type="checkbox"/>	b.	in connection with underwriting of insurance involving the consumer
<input type="checkbox"/>	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. Client agrees that if it requests the Services as a potential investor or servicer in connection with a valuation of or an assessment of the credit or prepayment risks associated with, an existing credit obligation, Client shall first obtain the prior written consent of the current account owner of such accounts and make a copy of such consent available to Credco

19. Client agrees to comply with the requirements set forth in Exhibit "E" which is incorporated herein by reference and is found at the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> regarding the proper disposal of consumer information. Client acknowledges it has received a copy of Exhibit "E" from the website <http://www.credco.com/LegalDocuments/Exhibite.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website; Client agrees to monitor such website on a monthly basis to obtain notice of any changes to Exhibit E and Client agrees to comply with any and all such changes made to Exhibit E.

20. Client agrees to comply with all applicable federal, state and local statutes, regulations, and rules, including, without limitation, the applicable provisions of the Fair Credit Report Act as amended by the Fair and Accurate Credit Transactions Act and the Gramm-Leach-Bliley Act, in ordering and using the Information Services. If Client receives access to the Limited Access Death Master File ("DMF") through the Information Services, Client acknowledges that it has received a copy of the Limited Access Death Master File Notice from the website <http://http://www.corelogic.com/downloadable-docs/limited-access-death-master-file-notice.pdf> and agrees to comply with the provisions therein as in effect from time to time and posted on that website. Client agrees to monitor such website on a monthly basis to obtain notice of any changes to the Limited Access DMF Notice and Client agrees to comply with any and all such changes made therein.

21. In the event Client changes its location, ownership, or control, Client agrees to notify CREDCO in writing, within ten (10) days of such change.


22. **SECURITY BREACH REQUIREMENTS.** In the event of any actual or suspected security breach that Client either suffers or learns of that either compromises or is likely to compromise Credco data (e.g., physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), loss-theft

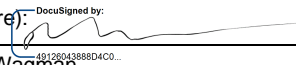
of printed materials, etc.) (collectively, a "Security Breach"), Client will promptly notify Credco security personnel within one (1) business day of the discovery of such Security Breach and will immediately coordinate with Credco security personnel to investigate and remedy the Security Breach, as directed by Credco security personnel. Notification to CREDCO shall be made by sending an email to: security.investigation@corelogic.com. Except as may be permitted by applicable law, Client agrees that it will not inform any third party of any such Security Breach without Credco's prior written consent; however, if such disclosure is required by applicable law, Client agrees to work with Credco regarding the content of such disclosure so as to minimize any potential adverse impact upon Credco and its Clients. Client also agrees to comply with all applicable federal and state breach laws and to provide timely notification under applicable law to those individuals affected by the Security Breach (including, but not limited to, notification to law enforcement authorities in the jurisdiction of Client and/or individual(s) effected) in the event the Security Breach was caused by or arose from the actions or inactions of Client. If the root cause of the Security Breach is determined by Credco to be under the control of Client (see above), to the extent permitted by Texas law, Client is required to submit written documentation to Credco outlining the cause of the breach and suggested remedial actions. If a Security Breach occurs or is suspected to have occurred, Credco may take any action it considers appropriate to safeguard Credco's data, including but not limited to suspension of Client's access until Credco has determined the Client's environment is secure. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE THE SOVEREIGN IMMUNITY OF THE CLIENT OR THE STATE OF TEXAS.

**23. SECURITY REQUIREMENTS.** At Client's request, Credco will accept orders for Services transmitted to either Credco's website on the Internet or Credco's web servers via the Internet. Credco will transmit Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by Credco. Client acknowledges it has received a copy of Credco's Security Requirements from the following websites: [www.credco.com/legaldocuments/InternetSecurity.pdf](http://www.credco.com/legaldocuments/InternetSecurity.pdf) and [www.credco.com/legaldocuments/AccessSecurity.pdf](http://www.credco.com/legaldocuments/AccessSecurity.pdf), and agrees to comply with the provisions therein as may be modified from time to time by Credco and posted on that website. Client agrees to monitor such website on a monthly basis to obtain notice of such changes to the Internet Security Requirements, and Client agrees to comply with any and all such changes to the Internet Security Requirements. Client agrees that each time it places an order for a Service via the Internet, Client is, and will continue to be, in compliance with these requirements. CLIENT AGREES THAT NOTHING IN THIS SECTION 23 PERMITS CLIENT TO TRANSMIT SERVICES (OR ANY INFORMATION THEREIN) IN VIOLATION OF THE TERMS OF THIS CREDCO AGREEMENT, INCLUDING THE TERMS OF CREDCO'S INTERNET SECURITY REQUIREMENTS AND CREDCO'S ACCESS SECURITY REQUIREMENTS, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM CREDCO. CREDCO DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL CREDCO HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

**24. AUDIT RIGHTS.** Client agrees that upon reasonable notice, Credco, or its consumer reporting vendors, may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Credco Agreement (including, without limitation, Client's network, security systems, facilities, practices, and procedures,) in order to confirm that Client adequately protects against the improper use of Services and that Client is in compliance with Credco's Internet Security Requirements then in effect and all of the other requirements under this Credco Agreement. Credco agrees to (1) execute a confidentiality and non-disclosure agreement, provided that such agreement shall allow Credco to share such information with its consumer reporting vendors to the extent such allowance and disclosure is compliant with Texas law, and (2) if Credco uses a third party auditor, to use only such third party auditor which will execute a confidentiality and non-disclosure agreement. Client agrees to fully cooperate in connection with such audits and to make all changes requested by Credco required to assure against unauthorized access of Services and for Client to comply with the other requirements of this Credco Agreement. Should Client determine that it is not required to make such changes requested by Credco, either party may terminate this Agreement.

**25.** *The person signing below certifies, represents and warrants that he or she (1) is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement, (2) has direct knowledge of the facts certified in this Agreement, and (3) is authorized and hereby consents for Client to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of CREDCO and its affiliates to the fax number(s) indicated below.*

<b>Texas General Land Office &amp; Veterans Land Board</b> <b>("CLIENT")</b>
By (authorized signature): 
Printed Name: Mark. A. Havens
Title: Chief Clerk – GLO; Executive Secretary - VLB
Date Signed (mm/dd/yyyy): 12/13/2021
Street Address (no P.O Boxes): 1700 North Congress Avenue
City, State, Zip: Austin, Texas 78701
Phone No.: (512) 936-4441

<b>CoreLogic Credco, LLC</b> <b>("CREDCO")</b>
By (authorized signature): 
Printed Name: Becca Wagman
Title: Senior Leader, Credit Solutions
Date Signed (mm/dd/yyyy): 12/13/2021
Street Address: 10277 Scripps Ranch Boulevard
City, State, Zip: San Diego, California 92131

OGC  OIS  DD  DGC  GC 

**Please describe the nature of your business interactions with consumers:**

(example: mortgage origination, mortgage broker, professional screening, tenant screening, consumer counseling, collections, consumer finance)

Additional locations covered by this Agreement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (List each physical address or attach a separate listing on company letterhead)

<b>For Internal Use Only</b>	<b>Acct:</b>	<b>Cust:</b>
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**EXHIBIT A**  
**CLIENT AFFILIATES**

Each Client Affiliate must be listed below in order to receive services under this Agreement. New Affiliates may be added with written notice to CREDCO. All Affiliates listed must currently and at all times during the term of this Agreement be controlled by, or under common control with Client, as defined in Section 1 of the Agreement.

Client Affiliate Company Name: \_\_\_\_\_  
Street Address (No P.O. Boxes): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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Client Affiliate Company Name: \_\_\_\_\_  
Street Address (No P.O. Boxes): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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Client Affiliate Company Name: \_\_\_\_\_  
Street Address (No P.O. Boxes): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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Client Affiliate Company Name: \_\_\_\_\_  
Street Address (No P.O. Boxes): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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**EXHIBIT B**  
**PROHIBITED BUSINESS TYPES**

- A company that will not be an end-user of Credco's
- Adoption search firms
- Adult Entertainment/Pornography
- Alumni/Fraternity Organizations
- Asset location service (does not include collection agencies or with respect to GLBA information)
- Asset Recovery
- Attorney or law firm engaged in the practice of law
- Bail bondsman, Bail bond enforcement or bounty hunters
- Book clubs, record clubs, Subscriptions, magazines
- Bureau Alert Lists
- Businesses associated with collection of child support
- Businesses that operate out of a residence (exception for mortgage brokers and tenant screener landlords) \*\* We have an exception for grandfathered NAELB equipment leasing from EXP
- Businesses that operate out of an apartment or unrestricted location within a residence
- Company involved in spiritual counseling
- Company or individual listed as a Specially Designated National on the Office of Foreign Asset Control (OFAC) website
- Company or individual who is known to have been involved in credit fraud or other unethical business practices
- Company or individual who Reseller knows, or suspects may be engaged in fraudulent or illegal activity, such as Identity theft, Harassment, or Stalking
- Company that handles third party repossessions
- Company that locates missing children, child location services
- Company that offers debt relief products or services
- Company that offers mortgage relief products or services
- Condominiums/Homeowners associations (unless acting as a tenant screener with proof of permissible purpose),
- Credit Counseling – Non-HUD, non-not-for-profit
- Credit repair companies, debt relief, or credit clinics
- Dating service
- Diet centers
- Financial counseling, except HUD counseling agencies, a registered Securities broker dealer, or as a certified financial planner
- Foreign company or agency of a foreign government
- Genealogical or heir research firm
- Hair Salons
- Health club, country club, or future services/continuity club (except for fraud services or fraud detection purposes)
- Individuals seeking information for their private use or on one's self
- Information services (i.e., Reseller)
- Insurance claims
- Internet People locator service
- Judgment Recovery – except bona fide third-party collection agencies
- Law enforcement agency
- Loan modification companies
- Marketing companies
- Massage service
- Motor Vehicle Dealers (prohibited for DPPA)
- Motor Vehicle Manufacturers (prohibited for DPPA)
- Motor Vehicle Warranty/Recall Companies (prohibited for DPPA)
- News agency, media agencies, or journalist
- Non-Governmental Organization (NGO)
- Paralegal
- Pawn Shop
- Private detective, detective agency, investigative company
- Process Servers
- Repossessions, Towing, or Impound Lots
- Restaurant (non-corporate)
- Skip tracing for general public (lost loves, family members, etc.)
- Tattoo services
- Timeshares (exception is financiers of time shares)
- Title Abstract companies
- Unclaimed funds location
- Weapons/Guns/Explosives of any kind

**STATEMENT OF WORK FOR  
CONSUMER INFORMATION SERVICES**

This Statement of Work (“SOW”) is between **CORELOGIC CREDCO, LLC (“Credco”)** and **TEXAS GENERAL LAND OFFICE & THE VETERANS LAND BOARD (“Client”)** (collectively, the “Parties,” or individually, a “Party”). This SOW is subject to the Agreement for Service of even date herewith between the Client and Credco. This SOW is effective as of the date of the last signature below (“SOW Effective Date”). The Parties agree as follows:

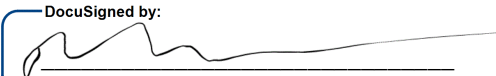
**I. SERVICES & FEES:** Credco shall provide Client with the Services listed in the attached exhibit detailing the Services and Fee information (“**Services and Fee Schedule**”). If the Services and Fee Schedule indicates that an additional exhibit applies, the additional terms and conditions set forth in the such exhibit shall apply to the Service and may be found at the following link: <http://www.credco.com/legaldocuments/LinkedExhibits.pdf>, as may be updated by Credco from time-to-time. In the event that Client elects to pay any Fees hereunder with a credit card, Client agrees that Credco may charge an additional 3% fee to the amount due and payable.


**II. SOW TERM AND RENEWAL:** The term of this SOW is for 48 months, commencing on the SOW Effective Date. Thereafter, the term of this SOW shall not renew unless mutually agreed upon by the Parties in writing.

**IN WITNESS WHEREOF, THIS SOW HAS BEEN EXECUTED BY THE PARTIES HERETO THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE SOW EFFECTIVE DATE.**

**CORELOGIC CREDCO, LLC (“CREDCO”)**

**TEXAS GENERAL LAND OFFICE & VETERANS LAND BOARD (“CLIENT”)**

By:   
49126043888D4C0...

By:   
7C299F4374E7497...

Name: Becca Wagman

Name: Mark A. Havens

Title: Senior Leader, Credit Solutions

Title: Chief Clerk / Deputy Land Commissioner  
/ VLB Executive Secretary

Date: 12/13/2021

Date: 12/13/2021

## SERVICES AND FEE SCHEDULE

<b>Instant Merge Credit Report</b> * Price includes the following: EFX Beacon 5.0, TUC FICO Classic 04, and XPN FICO II, Trended Credit Data, Credit Report Summary, and Enhanced Decode							
	<b>EFX</b>	<b>TUC</b>	<b>XPN</b>	<b>EFX &amp; TUC</b>	<b>EFX &amp; XPN</b>	<b>XPN &amp; TUC</b>	<b>3 Bureau</b>
Individual Applicant	\$7.12	\$7.12	\$6.79	\$12.99	\$12.66	\$12.66	\$18.53
Repository (FACTA) Surcharge	\$0.30	\$0.30	\$0.30	\$0.60	\$0.60	\$0.60	\$0.90
<b>Individual Applicant Total*</b>	<b>\$7.42</b>	<b>\$7.42</b>	<b>\$7.09</b>	<b>\$13.59</b>	<b>\$13.26</b>	<b>\$13.26</b>	<b>\$19.43</b>
Joint Applicant	\$12.99	\$12.99	\$12.33	\$24.73	\$24.07	\$24.07	\$35.81
Repository (FACTA) Surcharge	\$0.60	\$0.60	\$0.60	\$1.20	\$1.20	\$1.20	\$1.80
<b>Joint Instant Merge Applicant Total</b>	<b>\$13.59</b>	<b>\$13.59</b>	<b>\$12.93</b>	<b>\$25.93</b>	<b>\$25.27</b>	<b>\$25.27</b>	<b>\$37.61</b>

<b>Additional Fees</b>	
****Secondary Use: Fee is incurred when a credit report containing data from the credit bureaus is reissued or provided, in any manner or means, to another qualifying Secondary User or entity (i.e. HUD, USDA, or lender) other than the original end user to whom the credit report was initially delivered.	
Colorado Surcharge	\$0.80 per Borrower, per Bureau
Third Party Access (LOS Click Fees)	Included
Reaccess/Reissue Fee	\$2.00 per Report
Secondary Use (1 Bureaus) ****	\$5.02 per Borrower
Secondary Use (2 Bureaus) ****	\$10.04 per Borrower
Secondary Use (3 Bureaus) ****	\$13.73 per Borrower
HUD Secondary Use****	\$5.52 per Borrower
Proscan OFAC	\$0.50 per Borrower
<i>Service Specific Restrictions – Exhibit 12</i>	

<b>Additional Products</b>	
Incremental Access	\$2.00 per Report
Dynamic Access (Add/Remove Borrower)	\$2.00 per Report
Anthem Report	\$75.00
Business Credit Report	\$75.00
Instant Merge Limited (Mortgage Only)	Same as Instant Merge
Rapid Recheck (Docs provided) <i>Service Specific Restriction – Exhibit 4</i>	\$35.00 per Borrower, per Bureau, per Tradeline
Rapid Recheck (No Doc) <i>Service Specific Restriction – Exhibit 4</i>	\$50.00 per Borrower, per Bureau, per Tradeline
Rush Fees	\$25.00 per Borrower, per Bureau, per Tradeline
Post Rapid Recheck Instant Merge <i>Service Specific Restriction – Exhibit 4</i>	Same as Original Instant Merge

<b>Additional Fees</b>	
Monthly Minimum	\$25.00 per month
State Sales Tax	Additional, where applicable
Puerto Rico and Virgin Island Surcharge	An additional \$2.50 fee per Borrower applies on Puerto Rico and Virgin Island credit inquiry access



**Texas General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts**

**The Texas General Land Office and the Veterans Land Board (collectively “the Client”) and Corelogic Credco, LLC (“Credco”) agree the terms and conditions herein are incorporated into the contract supplied by Credco (assigned GLO Contract No. 21-048-000-C605) (“Contract”) for all purposes. Credco certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any part of the Contract, the term, condition, statement, or affirmation herein shall control.**

1. **Abandonment or Default.** If Credco defaults on the Contract, the Client may cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Credco. The defaulting Credco will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Client based on the seriousness of the default.
2. **Prohibited Benefits to Public Servants.** Pursuant to Section 2155.003 of the Texas Government Code, Credco represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Credco certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Credco and Credco qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Credco certifies that neither Credco nor any person or entity represented by Credco has received compensation from the Client to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Credco certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Credco or a contract participant from providing free technical assistance.
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Credco] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. **Owner Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Credco certifies it has submitted this information to the Client.
7. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code relating to contracting with the executive head of a state agency, Credco certifies that it (1) is not the executive head of the Client; (2) was not, at any time during the four years before the effective date of the Contract, the executive head of the Client; and (3) does not employ a current or former executive head of the Client.
8. **Debt Owed to the State of Texas.** Credco agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
9. **Excluded Parties.** Credco certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
10. **Suspension and Debarment.** Credco certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
11. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina.** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Credco certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
12. **State’s Right to Audit Credco.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Credco shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Credco and the requirement to cooperate is included in any subcontract it awards. The Contract may be amended unilaterally by the Client

**Texas General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts**

to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. Notwithstanding anything to the contrary contained herein, the Parties understand and acknowledge that Credco may be prohibited from disclosing for auditing purposes information in Credco's systems that is protected by law from disclosure, including Credco's consumer reporting systems.

13. **Antitrust.** Credco represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Credco nor the firm, corporation, partnership, or institution represented by Credco, nor anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Credco.
14. **Applicable Law; Venue; Sovereign Immunity.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Except as provided by applicable statute, Venue for any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Neither the Contract, nor any conduct of any Client representative, shall be construed to waive sovereign immunity on behalf of the Client or the State of Texas.
15. **Preference for Texas Products and Materials.** In accordance with Section 2155.4441 of the Texas Government Code, Credco agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
16. **Public Information.** Credco understands that the Client will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Credco is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
17. **Dispute Resolution.** Except as otherwise provided by statute, rule, or regulation, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE CLIENT.
18. **Force Majeure.** Neither Credco nor the Client shall be liable to

the other for any delay in, or failure of performance, of any requirement included in any PO resulting from the Contract caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Unless prohibited by such force majeure event, a party impacted by such event must inform the other party in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

19. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Credco understands that all obligations of the Client under the Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Client may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the Client in violation of Article III, Section 49a of the Texas Constitution.
20. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Credco shall be solely liable and responsible for payment of Credco's and Credco's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Credco shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Client and the State of Texas shall not be liable to Credco or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.  
(b) Credco shall indemnify, defend, and hold harmless the State of Texas, the Client, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Credco and the Client shall furnish timely written notice to each other of any such claim. Credco shall be liable to pay all costs of defense including attorneys' fees. Credco shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Credco may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.  
(c) The Client is exempt from federal, state, and local taxes. Credco shall not charge any taxes to the Client.

**Texas General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts**

21. **Indemnity – Acts/Omissions.** Credco shall indemnify, defend, and hold harmless the State of Texas, the Client, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Credco or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Credco and the Client shall furnish timely written notice to each other of any such claim. Credco shall be liable to pay all costs of defense including attorneys' fees. Credco shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Credco may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.
22. **Infringement Including Indemnity.** a) Credco shall indemnify, defend, and hold harmless the State of Texas, the Client, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Credco and the Client shall furnish timely written notice to each other of any such claim. Credco shall be liable to pay all costs of defense including attorneys' fees. Credco shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Credco may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.
- b) Credco shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Credco's written approval, (iii) any modifications made to the product by the Credco pursuant to Customer's specific instructions, or (iv) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If Credco becomes aware of an actual or potential claim, or the Client provides Credco with notice of an actual or potential claim, Credco may (or in the case of an injunction against the Client, shall), at Credco's sole option and expense; (i) procure for the Client the right to continue to use the affected portion of the product or service, (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the Client's use is non-infringing, or (iii) discontinue providing the impacted service.
23. **Independent Contractor; Assignment.** Credco and its employees, representatives, agents, and subcontractors shall serve as an independent contractor in the performance of the Contract. Credco and its employees, representatives, agents, and subcontractors shall not be employees of the Client by virtue of the Contract. Should Credco subcontract any of the services required under the Contract, Credco agrees the Client is not liable to any subcontractor(s) of Credco. This provision does not relieve Credco of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Credco shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the Client. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Credco's heirs, assigns, and other successors in interest.
24. **Intellectual Property Ownership.** For the purposes of the Contract, the term "Work" is defined as all reports, except for any consumer credit report provided by Credco and the nationwide consumer reporting agencies, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with this Contract. All Work arising out of or connected with the performance of Contract is made the exclusive property of the Client. All right, title and interest in and to said property shall vest in the Client upon creation and shall be deemed to be a Work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such Work may not, by operation of law, vest in the Client, or such Work may not be considered a Work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Client. The Client shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Credco shall assist the Client and/or the State of Texas, as well as any person designated by the Client and/or the State of Texas, in perfecting the rights defined herein without any charge or expense beyond those amounts payable to Credco for the services rendered under this Contract. Notwithstanding anything to the contrary herein, the Parties understand, acknowledge, and agree that the information provided in order to request the consumer credit reports shall not be deemed the property of Client.
25. **Records Retention.** Credco shall maintain all records that may demonstrate payments under the Contract were expended in accordance with the laws and regulations of the State of Texas. Credco shall maintain all such records for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Credco shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Credco and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any

**Texas General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts**

investigation or audit. Credco must retain all work and other supporting documents pertaining to the Contract, for purposes of inspections, monitoring, audits, or evaluations by the Client and any authorized agency of the State of Texas.

26. **Payment.** Before authorizing payment to Credco, the Client shall evaluate Credco's performance using the performance standards set forth in the Contract. Credco shall submit invoices to the Client for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The Client shall make no payments without Credco's prior submission of detailed, correct invoices. The Client shall make payments in accordance with Texas Government Code Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Credco acknowledges and agrees that payments for services provided under this Contract are contingent upon the Client's receipt of funds appropriated by the Texas Legislature. **ALL Credco invoices shall: 1) be submitted via email to [VendorInvoices@GLO.TEXAS.GOV](mailto:VendorInvoices@GLO.TEXAS.GOV); 2) be supported by documentation that, in the judgment of the Client, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 21-048-000-C605."** If Credco does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Credco agrees that the Client shall not pay interest, fees, or other penalties for late payments resulting from Credco's failure to submit invoices in strict accordance with the instructions in this section.
27. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
28. **Termination.** The Client may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Credco by email, facsimile, or certified mail return receipt requested and is effective upon Credco's receipt. In the event of such termination, Credco shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Client shall only be liable for payments for any goods or services delivered by Credco before the termination date. If Credco fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract, the Client may, upon written notice of default to Credco, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. The Client may exercise any other right, remedy, or privilege which may be available to it under applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the Client notifies Credco in writing prior to the exercise of such remedy. Credco shall be liable for all costs and expenses, including court costs,
- incurred by the Client with respect to the enforcement of any of the remedies listed herein. In the event that the Contract is terminated for any reason, or upon its expiration, subject to the exclusions provided in paragraph 24, the Client shall retain ownership of all associated work product and documentation obtained from Credco under the Contract.
29. **Fraud.** The Client does not tolerate any type of fraud. Client policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Credco shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to Client as directed by the GLO's website, <http://glo.texas.gov>.
30. **Assignment of Claims.** Credco hereby assigns to the Client any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
31. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Credco verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
32. **Prohibited Business Engagements.** Credco represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
33. **Computer Equipment Recycling.** If the Contract is for the purchase or lease of computer equipment, then Credco certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
34. **Continuity and Disaster Recovery Plans.** Upon request of the Client, Credco shall provide copies of its most recent business continuity and disaster recovery plans.
35. **False Statements or Material Misrepresentations.** Credco represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of a contract is a material breach of contract and may void the Contract or constitute grounds for its termination.
36. **Conflicts of Interest.** Credco has disclosed in writing to the Client all existing or potential conflicts of interest related to the performance of the Contract.
37. **Signature Authority.** The person signing the Contract on behalf of Credco certifies they are 1) duly authorized to execute the Contract on their own behalf or on behalf of Credco and 2) legally empowered to contractually bind Credco to the Contract and related documents.
38. **Television Equipment Recycling.** If the Contract is for the purchase or lease of covered television equipment, Credco certifies its compliance with Subchapter Z, Chapter 361 of the

**Texas General Land Office and Veterans Land Board Terms and Conditions for Vendor-Supplied Contracts**

- Texas Health and Safety Code, related to the Television Equipment Recycling Program.
39. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract shall survive the termination or expiration of the Contract.
40. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Credco and the Contract, Credco represents and warrants that Credco will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Contract and Credco agrees that the Contract can be terminated if Credco knowingly or intentionally fails to comply with a requirement of that subchapter.
41. **Cybersecurity Training.** If Credco, in its performance of the Contract, has access to a state computer system or database, Credco must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the Client. Credco must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Credco must verify in writing to the Client its completion of the cybersecurity training program.
42. **Human Trafficking Prohibition.** Under Section 2155.0061, Texas Government Code, Credco certifies that the entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
43. Credco certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Credco's business. Credco acknowledges that such a vaccine or recovery requirement would make Credco ineligible for a state-funded contract.
44. Pursuant to Government Code Section 2274.0102, Credco certifies that neither it nor its parent company, nor any affiliate of Credco or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
45. If Credco is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Credco verifies that Credco does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Credco does not make that verification, Credco must notify the GLO and state why the verification is not required.
46. If Credco is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Credco verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Credco does not make that verification, Credco must notify the GLO and state why the verification is not required.
47. If Credco is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Credco will play the United States national anthem at the beginning of each team sporting event held at the Credco's home venue or other venue controlled by Credco for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Credco to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Credco may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

## REQUIRED INSURANCE

GENERALLY. Credco shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Client, the required insurance shall be in effect prior to the commencement of work by Credco and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Client notifies Credco that such insurance is no longer required. Any insurance or self-insurance available to the Client shall be in excess of, and non-contributing with, any insurance required from Credco. Credco's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Credco or otherwise fails to comply with the requirements of this Contract, Credco shall immediately notify the Client and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Credco's Commercial General Liability policy shall apply per project.

Approval. Prior approval of the certificates of insurance by the Client shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the Client prior to the commencement of work. Any failure of the Client to timely approve or failure to disapprove the insurance furnished by Credco shall not relieve Credco of Credco's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Client's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Credco shall provide the Client with renewal or replacement certificates within thirty (30) days of the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Client, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Client to evidence the endorsement of the Client as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the Client, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy, where available, shall be endorsed to specify that without 30 days' prior written notice to the Client, the policy shall not be canceled, and shall provide

that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Client reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Credco's responsibility to recommend to the Client alternative methods of insuring the Contract. Any alternatives proposed by Credco should be accompanied by a detailed explanation regarding Credco's inability to obtain insurance coverage as described in this Contract. The Client shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)**  
**\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)**  
**\$1 MILLION ERRORS AND OMISSIONS**  
**STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY**  
- \$1 MILLION EACH ACCIDENT  
- \$1 MILLION DISEASE EACH EMPLOYEE  
- \$1 MILLION DISEASE POLICY LIMIT  
**\$1 MILLION CYBER LIABILITY (EACH OCCURRENCE)**  
**\$2 MILLION CYBER LIABILITY (AGGREGATE LIMIT)**

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to [insurance@GLO.TEXAS.GOV](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 21-048-000-C605"** and
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  <b>Required form of Insurance</b>	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED       RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**INTERNET SECURITY REQUIREMENTS**

These Internet Security Requirements ("Internet Security Requirements") are made with reference to the Agreement for Service between CREDCO and Client. Capitalized terms used, but not otherwise defined, herein are used with the meanings assigned to such terms in the Agreement for Service. Client agrees to comply with the following requirements in connection with ordering and receiving Information Services through the Internet:

**1. General.**

- a. CREDCO will provide Client subscriber codes, security digits, access codes, telephone access numbers and other proprietary information to enable Client to access the Information Services through the Internet (together, "CREDCO Access Information"). CREDCO reserves the right to change the CREDCO Access Information (or any item or items thereof) periodically and/or at any time, effective upon notice to Client.
- b. For purposes of these Internet Security Requirements, the information in the Information Services and the CREDCO Access Information are sometimes referred to, together, as "CREDCO Information."

**2. Data Security.**

- a. All CREDCO Information and consumer identifying information must be encrypted as it is delivered through the Internet. TLS 1.2 of higher strength encryption is required.
- b. Encrypt all consumer credit bureau data when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as what is described in FIPS PUB 197.
- c. All CREDCO Information must be protected when stored on servers, subject to at least the following requirements:
  - (i) Servers storing CREDCO Information must be separated by a firewall or other comparable method from publicly accessible webservers;
  - (ii) CREDCO Information must not be on a server that can be accessed by TCP services directly from the Internet and must not be referenced in domain name services (DNS) tables;
  - (iii) All security access to these servers, both physical and network, must include authentication and, in the case of network security, passwords that are changed at least once every 90 days; and
  - (iv) All servers must be kept current with all operating system patches, as they become available.
  - (v) Client may utilize a Cloud Service Provider (CSP) for the purposes specified in the Agreement of Service, provided the CSP's data center is located in the United States. Client shall perform a risk analysis based on NIST 800-30 and shall not utilize a CSP that does not utilize industry best practices for protecting CREDCO Information and consumer identifying information.
- d. CREDCO Information may not be shared with, or accessed by any person other than an Authorized Employee (as defined in paragraph f. below). All transmission and/or storage of CREDCO Information is subject to all the terms and conditions contained in these Internet Security Requirements.
- e. When displaying any nonpublic information in HTML, no CREDCO Information can be stored on the presentation server(s). Client will use the presentation server(s) only to receive the HTTP services. All HTML shall be dynamically created or interpreted by the application server. The presentation server(s) shall only receive the data and process it back and forth to the application server. Data transmitted between Client's browser and the application server must not be cached, in any form, on the presentation server(s).
- f. Only Authorized Employees shall have computer network or terminal or any other access to any CREDCO Information. Authorized Employees are employees of Client who have a need to access CREDCO Information in order to carry out their official duties with Client for the purposes specified in the Agreement for Service. Prior to providing an Authorized Employee with access to any CREDCO Information, Client will provide the Authorized Employee with adequate training regarding the Internet Security Requirements and will require the Authorized Employee to agree to comply with all such requirements. Client will not add any employee as an Authorized Employee unless the employee has received the required training and has agreed to comply with the Employee Requirements.
- g. Client shall implement adequate security measures in order to prevent use or access of CREDCO Information by persons other than Authorized Employees. Adequate security measures are defined in the Access Security Requirements document.

**3. Network Topology.**

- a. Client's Internet connection must be protected with dedicated, industry-recognized firewalls that are configured and managed to adhere to industry best practices.
- b. CREDCO Information may be held only on a secure application server that can be accessed only by a secure presentation server, through one of the following methods:
  - (i) Dual or multiple firewall protection (**preferred**): This method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding the CREDCO Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding the CREDCO Information.
  - (ii) Single firewall method (**acceptable**): When a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to the separate presentation server (s) and the application server holding the CREDCO Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding CREDCO Information.
- c. All administrative access to the firewalls and servers should be through a secure network.
- d. No internal Internet Protocol (IP) addresses should be publicly available or natively routed to the Internet.
- e. The network should not provide any access to any firewall or servers without proper strong authentication or through the firewalls.

- f. Any exceptions or alerts must be logged and reviewed by Client and maintained for at least one (1) year. Should there be a security incident that involves CREDCO Information, Client will provide a root cause analysis within 30 days.
- g. User identifiers and logon processes may not be transmitted in clear-text across internal or external network.

**4. Client Authentication.**

- a. CREDCO will not provide any CREDCO Information to Client unless CREDCO is able to authenticate Client through a strong authentication methodology.
- b. Client will log each access of Information Services and the identity of the specific Authorized Employee that made the access, and shall maintain such information for at least one (1) year. Should there be a security incident that involves CREDCO Information, Client will provide a root cause analysis within 30 days.

**5. Client Verification.**

- a. Once Client has been authenticated as describe above, CREDCO will verify the identity of Client through authentication and verification procedures that provide an acceptable level of security for access to Information Services.
- b. At the present time, CREDCO requires verification through issuance by CREDCO, and use by Client, of a Client User ID and password. The initial password will be issued by CREDCO and not created by Client. For services accessed by Client via credco.com or any other Credco-owned and/or operated portal, as may be applicable from time to time, the following shall apply: 1) Passwords will have a minimum of eight (8) characters in an alphanumeric combination and will be changed at least once every ninety (90); 2) Passwords and User IDs will be encrypted with 128-bit encryption.; 3) All users are required to change passwords whenever there is any indication of possible system or password compromise; 4) Passwords cannot be changed for a minimum of ten (10) days; and 5) The minimum password age must be set to 10 days on all systems.
- c. The User IDs and passwords must be stored on a server protected by the security measures applicable to the CREDCO Information.
- d. Client must ensure that all IDs of Authorized Employees who are no longer authorized to obtain CREDCO Information are disabled or revoked immediately.
- e. Client must have procedures in place that create appropriate audit trails for all transactions.
- f. CREDCO will protect Client access by timing out Client after a period of inactivity not to exceed thirty (30) minutes. CREDCO will also protect Client access by enforcing a limit of 5 consecutive invalid access attempts by a user during a 30 minute period. Passwords must not be the same for 5 consecutive times. The minimum password history must be set to 5 on all systems.

**6. Change of Requirements.**

CREDCO may, from time to time, change any of the requirements herein (including by imposing new requirements or procedures or modifying existing ones) by giving Client written notice of the change. Client will conform its systems, applications, processes, and procedures to comply with the change not later than the effective date specified by CREDCO in the notice, or if none is specified, thirty (30) days after receipt of the notice.

**7. Prohibition of Oral Modification of Requirements.**

No oral modification of these requirements will be permitted, and CREDCO must approve in writing any variance by Client.

**8. Client Responsibility.**

Compliance by Client with these requirements shall not relieve Client from the obligation to observe any other or further contractual, legal or regulatory requirements, nor shall CREDCO's review or approval of any of Client's systems, applications, processes, or procedures constitute or be deemed to constitute the assumption by CREDCO of any responsibility or liability for compliance by Client with any of the same. Client shall remain solely responsible for the security of its systems and the security of all CREDCO Information received by it from CREDCO and for any breach of that security, unless the breach was caused as a result of CREDCO security control failures. CREDCO retains the right, in its sole discretion, to withhold approval of Internet access to Information Services for any reason. CREDCO may suspend or terminate access to the CREDCO Information at any time if CREDCO has reason to believe that Client has violated any of these Internet Security Requirements or any contractual, legal, or regulatory requirements, rules or terms. **Client reaffirms that it will not transmit any Information Services (or information therein) through the Internet without express written permission of CREDCO. Nothing in this Section shall be construed as a waiver of sovereign immunity by Client.**

**ACCESS SECURITY REQUIREMENTS**  
**and**  
**SECONDARY USE RESTRICTIONS AND REQUIREMENTS**

**It is a requirement that all Clients take precautions to secure any system or device used to access consumer reports, credit risk scores, and other sensitive information (collectively, "Information Services") from CoreLogic Credco, LLC ("CREDCO" or "FAC"). To that end, Client must comply with the following requirements:**

1. Client's account number and password must be protected in such a way that this sensitive information is known only to Authorized Employees. Authorized Employees are employees of Client who have access to Information Services. Under no circumstances are unauthorized persons to have knowledge of your Client's password or account number. The information may not be posted in any manner within Client's facilities. Prior to providing an Authorized Employee with access to any Information Service, Client will provide the Authorized Employee with adequate training regarding these Access Security Requirements, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and other applicable laws, and will require the Authorized Employee to agree to comply with all such requirements and laws (together, "Employee Requirements"). Client will not add any employee as an Authorized Employee unless the employee has received the required training and has agreed to comply with the Employee Requirements. CREDCO will protect Client's access by enforcing a limit of 5 consecutive invalid access attempts by a user during a 30 minute period.
2. For services accessed by Client via a Credco authorized third-party loan origination system, the following shall apply:
  - a. Each Authorized Employee must be assigned unique credentials.
  - b. Credentials must be deactivated immediately upon an Authorized Employee's termination or change of job assignment. User identifiers and logon processes may not be transmitted in clear text across internal or external networks. All users are required to change passwords whenever there is any indication of possible system or password compromise.
  - c. Password management must conform to best practices including but not limited to NIST 800-63.3B.
3. For services accessed by Client via credco.com or any other Credco-owned and/or operated portal, as may be applicable from time to time, the following shall apply:
  - a. Client's account number and password must be "hidden" or obscured so that the password is known only to Authorized Employees. Password files must be one-way encrypted (256-bit encryption or stronger). Each Authorized Employee of Client's system access software must then be assigned unique logons and passwords.
  - b. User IDs and passwords must be deactivated immediately upon an Authorized Employee's termination or change of job assignment. User identifiers and logon processes may not be transmitted in clear-text across internal or external networks. All users are required to change passwords whenever there is any indication of possible system or password compromise. Passwords cannot be changed for a minimum of 10 days. The minimum password age must be set to 10 days on all systems. Passwords must not be the same for 5 consecutive times.
  - c. Password management must conform to the following best practices:
    - Minimum 8 characters in length
    - Mix of alpha, numeric, and special characters
    - Passwords must expire every 90 days
    - No re-use of a password for 6 months
    - No automatic scripting of passwords
    - Not easily guessable (your name or company name, repeating characters or consecutive characters)
    - Immediately changed if believed to be, or in fact compromised
4. Client's account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of CREDCO.
5. The ability to obtain Information Services must be restricted to Authorized Employees.
6. Any terminal devices used to obtain Information Services must be placed in a secure location within Client's facility. Access to the devices must be difficult for unauthorized persons.
7. Any devices/systems used to obtain Information Services must be turned off and locked after normal business hours, when unattended by Authorized Employees.
8. Hard copies and electronic files of Information Services are to be secured within Client's facility or facilities under contract by Client, provided such facilities are located in the United States and meet all appropriate security controls, and protected against release or disclosure to unauthorized persons.
9. Hard copies of Information Services are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable law.
10. Electronic files containing Information Services must be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable law.
11. Software cannot be copied. Software is issued explicitly to Client solely to access Information Services.
12. Client employees will be forbidden to attempt to obtain Information Services on themselves, associates or any other persons, except in the exercise of their official duties.

13. Credit Reports will not be ordered for employment purposes unless approved in writing by CREDCO.
14. The only acceptable media for receiving and/or transmitting Information Services or any part thereof, are as follows:
  - private networks;
  - secure internet connections such as encrypted connections
  - via traditional facsimile.
15. Information Services may not be received and/or transmitted through the following:
  - via personal email accounts
  - via third party facsimile service providers.
16. Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both.
17. If unauthorized access to Information Services is discovered or suspected, Client shall immediately notify CREDCO and further undertake all remedial efforts within Client's power and control to cure such unauthorized access or use.
18. In the event Client intends to share with or otherwise disclose consumer reports or credit risk scores (together, "Credit Reports") to a third party (other than an Authorized Employee, the consumer to whom the report/scores relate, or as otherwise required by law), Client must (a) notify CREDCO's Compliance Department in writing prior to such sharing or disclosure, and (b) comply with CREDCO's Secondary Use policy which may be modified by CREDCO from time to time, a copy of which may be retrieved at <http://www.credco.com/legaldocuments/SecondaryUsePolicy.pdf>.
19. If employees of Client will be accessing Information Services via laptop computers, such laptop computers must have full disc encryption and implement controls such as, but not limited to, pre-boot authentication or trusted platform module technology to ensure the integrity of the system..
20. Implement and follow current best security practices for malware detection and response as stated in or substantially in alignment with NIST Cybersecurity Framework or PCI DSS 3.2.1.
21. Only open email attachments and links from trusted sources and after verifying legitimacy.
22. Disable vendor CREDCO default passwords, SSIDs, and IP addresses on wireless access points and restrict authentication on the configuration of the access point.
23. Perform regular tests on Client owned and operated information systems (port scanning, virus scanning, vulnerability scanning).
24. Client shall not use, transmit or store the Information Services outside of the United States.

## **Information Security Appendix**

### **1. Definitions**

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[Client Data](#)” means any data or information owned by the Client, including PII or SPI as defined below, that Credco creates, obtains, accesses (via records, systems, or otherwise), receives (from the Client or on behalf of the Client), or uses in the course of Contract performance.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

### **2. Security and Privacy Compliance**

- 2.1. Credco shall keep all and Client Data received under the Contract strictly confidential; provided, however, the parties understand, acknowledge, and agree that certain Client Data may be disclosed to Credco’s consumer reporting vendors as is required for Credco to provide the services described in the Agreement for Service by and between Credco and Client. Credco may disclose Client Data to the Consumer Financial Protection Bureau or any other federal agency with direct regulatory oversight of Credco, each as may be required by applicable federal law.
- 2.2. Credco shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Credco shall implement administrative, physical, and technical safeguards to protect Client Data that are no less rigorous than accepted industry practices including, the NIST Cybersecurity Framework, PCI DSS and ISO. All such safeguards are to ensure no unauthorized use occurs and shall comply with applicable data protection and privacy laws
- 2.4. Credco will legally bind subcontractors, if any, to the same requirements stated herein and obligations stipulated in Credco's contract with the Client. Credco shall ensure that the requirements stated herein are imposed on any subcontractor of Credco’s subcontractor(s).
- 2.5. Except as outlined in Section 2.1, Credco will not share Client Data with any unauthorized third parties.
- 2.6. Credco will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to Client Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Credco agrees to maintain and, upon request, provide documentation of training completion.

2.7. Any Client Data maintained or stored by Credco or any subcontract must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

### 3. Data Ownership

- 3.1. Subject to the ownership restrictions asserted by the credit bureaus, the Client shall retain full ownership of all respective data provided to Credco or to which the Credco otherwise gains access by operation of the Contract.
- 3.2. To the extent allowable by law or by contractual requirement with the credit bureaus, upon termination of the Contract, Credco shall promptly either (a) return to the Client all Client Data possessed by Credco and its agents or subcontractors, or (b) destroy all Client Data and certify such destruction in writing signed by an authorized representative of Credco. To the extent allowable by law or contractual requirement with the credit bureaus, Credco shall retain no copies or back-up records of Client Data. If such return is infeasible, as mutually determined by the Client and Credco, the obligations set forth in this **Attachment**, with respect to Client Data, shall survive termination of the Contract and Credco shall limit any further use and disclosure of Client Data to the purposes that make the return of Client Data infeasible. In lieu of the requirements in this Section 3.2, the Client may direct Credco to destroy any Client Data in Credco's possession. Any such destruction shall be verified by Credco and the Client.

### 4. Data Mining

- 4.1. Credco agrees not to use Client Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the Client in this Contract.

### 5. Breach of Security

- 5.1. Credco agrees to provide the Client with the name and contact information for an employee of the Credco which shall serve as the Client's primary security contact.
- 5.2. Except as may be prohibited by law, upon discovery of a Breach of Security by Credco impacting Client Data, Credco agrees to notify the Client as soon as possible, but in no event longer than 24 hours, upon discovery of such Breach of Security (the "Initial Notification"). Except as may be prohibited by law, within 72 hours of such Breach of Security, Credco agrees to provide, at minimum, a written preliminary report to the Client with root cause analysis including the total number of Client records affected (the "Preliminary Report").
- 5.3. The Initial Notification and Preliminary Report shall be submitted to the Client Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Credco agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. To the extent permitted by law, Credco agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining Client's prior written consent.

5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Credco agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

**6. Right to Audit Reports**

- 6.1. Credco shall supply on an annual basis the following reports, as applicable, to confirm Credco's compliance with this Attachment: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Credco will perform audits, assessments, or obtain reports or certifications, as appropriate, of its subcontractors.
- 6.2. At the Client's request, but no more frequently than annually, Credco agrees to promptly and accurately complete a written information security questionnaire provided by the Client regarding Credco's business practices and information technology environment in relation to Client Data.
- 6.3. Notwithstanding anything in Section 6.1 or 6.2 to the contrary, Client may request the aforementioned documentation, and Credco shall comply with providing any of the aforementioned documentation, subsequent to and as a result of a Breach of Security.

**CORELOGIC SERVICES ADDENDUM TO  
GLO CONTRACT NO. 21-048-000-C605, RFP NO. X0023548-SB BETWEEN  
CORELOGIC SOLUTIONS, LLC (“CORELOGIC”) AND  
TEXAS GENERAL LAND OFFICE and the TEXAS VETERANS LAND BOARD (“CUSTOMER”)**

This CoreLogic Services Addendum (“CoreLogic Addendum”) is entered into by and between CoreLogic Solutions, LLC (“CoreLogic”) and the Texas General Land Office and the Texas Veterans Land Board (“Customer”) (collectively, the “Parties,” or individually, a “Party”). This CoreLogic Addendum is an addendum to GLO Contract No. 21-048-000-C605, RFP No. X0023548-SB, dated December 13, 2021, and all prior and subsequent amendments, exhibits, or attachments (collectively, the “Agreement”). This CoreLogic Addendum is effective as of the Agreement’s Effective Date (“CoreLogic Addendum Effective Date”).

The Parties agree as follows:

- 1. SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the following Services, which are not consumer reports and are not being sold by a consumer reporting agency, via CoreLogic’s secure, password-protected Internet site, realquest.com (“RealQuest”) or via Mortgage Builder:

Services	Base Fees (per report/record)
LoanSafe Fraud Manager	\$9.27*
Liens & Judgments Search	\$0.77*

\*Invoice may reflect combined pricing for these Services.

**2. ADDITIONAL FEE INFORMATION:**

- a. Standard Fees:** Customer shall pay to CoreLogic the fees that accrue each month under this CoreLogic Addendum in accordance with the Agreement and Texas Government Code Chapter 2251.
- b. Third Party Platform Fees:** Any click-through fees billed to CoreLogic by a Third Party Platform provider for access to the Services via the Third Party Platform are included in the Fees listed in the Fee Schedule and are subject to change from time to time without prior notice to Customer.
- c. Subsequent reports for LoanSafe Fraud Manager:** Customer may rerun reports at no additional fee within the 90 days following the initial order of such report provided that the request is for the same Customer entity, CoreLogic Service, platform, and loan number. Reruns outside of those parameters may incur a new report charge.
- d. Annual Fee Increase:** The fees for the Services under this CoreLogic Addendum shall annually, increase 3%, rounded to the nearest \$0.01, on the anniversary of the CoreLogic Addendum Effective Date.

**3. PERMITTED APPLICATIONS:**

**A. Customer’s Use:**

- 1. Liens & Judgments Search:** Customer certifies and agrees to the following additional terms and restrictions that apply to Customer’s access to and use of the Liens & Judgments Search data included within the LoanSafe Fraud Manager report (**please check below to certify**):

Customer certifies that it shall not use the Liens & Judgments data contained in the LoanSafe Fraud Manager report to determine credit worthiness, credit standing, credit capacity or any other purpose authorized under the FCRA. Customer further certifies that Customer shall only use such Liens & Judgments data for the identification of potential fraud when validating the declarations made by a borrower in the mortgage loan application (Form 1003).

- 2. LoanSafe Fraud Manager:** Customer agrees to abide by the NMLS® Consumer Access<sup>SM</sup> Terms of Use Agreement available at <https://nmlsconsumeraccess.org/Home.aspx/TermsOfUse>.

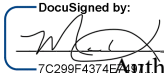


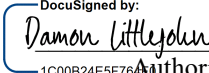
- 3. Customer shall not order LoanSafe Fraud Manager or LoanSafe Risk Manager reports for fictitious consumers. Customer shall only order such reports in connection with actual consumers for which Customer has a legitimate business purpose to order such reports.
- 4. **LICENSE RESTRICTIONS:** Customer shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner; (ii) sublicense, resell, relicense or redistribute the Services in whole or in part; (iii) commingle, process, modify or combine any portion of the Services with other data or software from any other source; (iv) use the Services to create, develop, enhance or structure any database, or create models, analytics, derivative products or other derivative works for resale or external distribution; (v) disassemble, decompile or reverse engineer any portion of the Services; (vi) allow access to the Services through any servers located outside of Customer’s operations or facilities; (vii) use or store the Services outside the United States; or (viii) share the Services with any parent, subsidiary, affiliate or other related entities, including any third parties involved in any joint venture or joint marketing arrangements with Customer.
- 5. **DISCLAIMER:** THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USE OF THE SERVICES IS AT CUSTOMER’S SOLE RISK.
- 6. **CORELOGIC ADDENDUM TERM:** The term of this CoreLogic Addendum commences on the CoreLogic Addendum Effective Date and shall run and terminate concurrently with the Agreement. Either party may terminate this CoreLogic Addendum upon 30 days’ written notice to the other party.

**IN WITNESS WHEREOF**, the Parties have caused this CoreLogic Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this CoreLogic Addendum.

**TEXAS GENERAL LAND OFFICE & TEXAS VETERANS LAND BOARD (“CUSTOMER”)**

**CORELOGIC SOLUTIONS, LLC (“CORELOGIC”)**

By:   
Authorized Signature

By:   
Authorized Signature

Name: Mark A. Havens

Name: Damon Littlejohn

Title: Chief Clerk and Deputy Land Commissioner

Title: Executive, Sales

Date: 2/7/2022

Date: 2/7/2022

Address: 1700 North Congress Avenue  
Austin, Texas 78701

Address: 40 Pacifica, Suite 900  
Irvine, California 92618

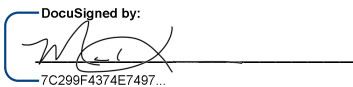
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### CONSENT TO ASSIGNMENT

The Texas General Land Office and the Texas Veterans Land Board (collectively the "Client") solicited for a number of services in RFP No. X0023548-SB (the "RFP") as outlined in Section 2.1 of the RFP. CoreLogic Credco, LLC ("Credco") was awarded GLO Contract No. 21-048-000-C605 (the "Contract") to provide the services described in the RFP. Credco wishes to assign its rights and duties under the Contract regarding performance of fraud detection services and judgment and lien research services, which are not consumer reports and are not being sold by a consumer reporting agency (collectively the "Services"), to its affiliate CoreLogic Solutions, LLC ("CoreLogic").




Effective as of the Contract's effective date, the Client consents and agrees to Credco's assignment to CoreLogic of Credco's rights and duties under the Contract regarding the Services and acknowledges and agrees that CoreLogic shall have such rights and duties assigned to it as if it were the original party thereto.

#### Texas General Land Office & Texas Veterans Land Board

By:  7C299F4374E7497...


Name: Mark A. Havens

Date: 2/7/2022

OGC:  DGC:  GC: 

#### ACKNOWLEDGED:

#### CoreLogic Credco, LLC

By:  49126043888D4C0...

Name: Rebecca Wagman

Date: 2/7/2022

**AMENDMENT  
TO THE CORE LOGIC ADDENDUM TO  
GLO CONTRACT NO. 21-048-000-605**

This Amendment is between CoreLogic Solutions, LLC (“**CoreLogic**”) and the Texas General Land Office and Veterans Land Board (“**Customer**”) (collectively, the “Parties,” or individually, a “Party”) and serves to amend the CoreLogic Addendum to GLO Contract No. 21-048-000-605, and all prior and subsequent amendments, exhibits, attachments, and related documents (collectively, the “Agreement”). This Amendment is effective as of the date executed by the last party (“**Amendment Effective Date**”).

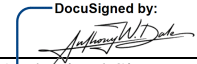
1. The “Services, Delivery & Fees” of the CoreLogic Addendum is amended to include the following sentence beneath the references to LoanSafe Fraud Manager and Liens & Judgment Search: “*See Flow Down Terms and Conditions for LoanSafe Services, Exhibit C, attached hereto.*”
2. The CoreLogic Addendum is amended to include the **Flow Down Terms and Conditions for LoanSafe Services** as Exhibit C, attached hereto as “Flow Down Terms and Conditions for LoanSafe Services.” To the extent there is any conflict between the terms and conditions of the Flow Down Terms and Conditions for LoanSafe Services and any other provision of the Agreement, the terms and conditions of the Flow Down Terms and Conditions for LoanSafe Services shall prevail.
3. Customer acknowledges that CoreLogic is required by its third-party data providers to credential Customer and that Customer’s continued access to the LoanSafe Fraud Manager Services and/or LoanSafe Risk Manager Services is conditioned upon Customer being successfully credentialed.
4. Capitalized terms used without definition have the meanings ascribed to them in the Agreement.
5. All other terms of the Agreement remain in full effect.

**[SIGNATURE PAGE FOLLOWS]**

**THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AMENDMENT.**

**TEXAS GENERAL LAND OFFICE AND VETERANS LAND BOARD**  
**(“CUSTOMER”)**

**CORELOGIC SOLUTIONS, LLC**  
**(“CORELOGIC”)**

By: <sup>DocuSigned by:</sup>  
  
Authorized Signature

By: <sup>Signed by:</sup>  
  
Authorized Signature

Name: Tony Dale

Name: Bridget Berg

Title: Executive Secretary

Title: Senior Director

Date: 12/12/2024

Date: 12/12/2024

Address: 1700 North Congress Avenue  
Austin, Texas 78701

Address: 40 Pacifica, Suite 900  
Irvine, California 92618

OGC <sup>DS</sup>  


OIS <sup>DS</sup>  


DD <sup>DS</sup>  


DGC <sup>DS</sup>  


GC <sup>DS</sup>  


**FLOW DOWN TERMS AND CONDITIONS**

**FOR LOANSAFE SERVICES EXHIBIT**

1. **LOANSAFE SERVICES.** The LoanSafe Fraud Manager Services and/or LoanSafe Risk Manager Services (individually and collectively, "LoanSafe Services") utilize, in part, data provided by LexisNexis Risk Solutions ("Data Provider"). The following are flow down terms and conditions required by Data Provider. To the extent these flow down terms and conditions conflict with any provisions of the Agreement, these flow down terms and conditions shall prevail.
  
2. **RESTRICTED LICENSE.** CoreLogic hereby grants to Customer a restricted license to use the LoanSafe Services and any data contained therein, subject to the restrictions and limitations set forth below:
  - (i) **Generally.** CoreLogic hereby grants to Customer a restricted license to use the LoanSafe Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LoanSafe Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LoanSafe Services for marketing purposes or resell or broker the LoanSafe Services to any third party and shall not use the LoanSafe Services for personal (non-business) purposes. Customer shall not use the LoanSafe Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if CoreLogic determines or reasonably suspects that continued provision of LoanSafe Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the LoanSafe Services for personal (non-business) purposes or using the LoanSafe Services' information, programs, computer applications, or data, or is otherwise violating any provision of the Agreement, or any of the laws, regulations, or rules described herein, CoreLogic may take action, including, without limitation, terminating the delivery of, and the license to use, the LoanSafe Services. CoreLogic must provide Customer with thirty (30) days' notice prior to taking such action to correct the breach in obligations. If Customer disagrees that it has breached its obligations or that CoreLogic finds its actions to correct such breach insufficient, the Parties shall use the dispute resolution process outlined in Chapter 2260 of the Texas Government Code, as outlined in Customer's Terms and Conditions in Attachment C to this Agreement. Customer shall not access the LoanSafe Services from Internet Protocol addresses located outside of the United States and its territories without CoreLogic's prior written approval. Customer may not use the LoanSafe Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LoanSafe Services and information provided therein. CoreLogic may at any time mask or cease to provide Customer access to any LoanSafe Services or portions thereof which CoreLogic may deem, in CoreLogic's sole discretion, to be sensitive or restricted information.
  
  - (ii) **GLBA Data.** Some of the information contained in the LoanSafe Services may be "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LoanSafe Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LoanSafe Services and will recertify upon request by CoreLogic. Customer certifies with respect to GLBA Data received through the LoanSafe Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
  
  - (iii) **Fair Credit Reporting Act.** Customer acknowledges that CoreLogic is not a consumer reporting agency and that no portion of the information that it provides, including the LoanSafe Services, constitutes a consumer report under the Fair Credit Reporting Act, 15 U.S.C. 1681, et. seq. ("FCRA"). Accordingly, the LoanSafe Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LoanSafe Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Agreement, information received through the LoanSafe Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does

not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the LoanSafe Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LoanSafe Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section 2(iv), use the LoanSafe Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LoanSafe Services to take any "adverse action," as that term is defined in the FCRA.

- (iv) **Retention of Records.** For uses of GLBA Data as described in Section 2(ii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.
- (v) **Economic Sanctions Laws.** Customer acknowledges that CoreLogic is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LoanSafe Services to any individuals identified on OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place CoreLogic in a position of non-compliance with any such economic sanctions laws.
3. **SECURITY.** Customer shall (a) restrict access to LoanSafe Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LoanSafe Services for personal reasons, or (ii) transfer any information received through the LoanSafe Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Section 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LoanSafe Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LoanSafe Services as it is being disposed; (g) be capable of receiving the LoanSafe Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by CoreLogic; (h) not access and/or use the LoanSafe Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications or as otherwise approved by CoreLogic; and (i) take all steps to protect their networks and computer environments, or those used to access the LoanSafe Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LoanSafe Services and will immediately notify CoreLogic, in writing to the CoreLogic if Customer suspects, has reason to believe or confirms that a User ID or the LoanSafe Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons.
4. **SECURITY BREACH.** When Customer suspects or detects that unauthorized individuals have gained access to any of Customer's information systems that include the LoanSafe Services (a "Security Event"), Customer shall, as required by applicable law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred and any other required agencies or third parties. Customer agrees that such notification shall not reference CoreLogic or Data Provider or the product through which the data was provided, nor shall CoreLogic or Data Provider be otherwise identified or referenced in connection with the Security Event, without CoreLogic's express written consent or except as otherwise required by law. In the event of a Security Event, CoreLogic may, upon 15 days written notice, suspend Customer's account if the breach is not remedied within the 15-day period.

5. **PERFORMANCE.** CoreLogic will use commercially reasonable efforts to deliver the LoanSafe Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LoanSafe Services; provided, however, that Customer accepts all information "AS IS." Customer acknowledges and agrees that CoreLogic obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on CoreLogic for the accuracy or completeness of information supplied through the LoanSafe Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LoanSafe Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LoanSafe Services which may be otherwise available. CoreLogic reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LoanSafe Services. These changes shall not increase Customer's fees, as provided for in the CoreLogic Addendum. In the event that CoreLogic discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, CoreLogic will, at Customer's option, issue a prorated credit to Customer's account.
6. **LIMITATION OF LIABILITY.** Data Provider and Customer (or any person claiming through Customer to whom Customer may have provided data from the LoanSafe Services) shall not be liable to each other for any loss or injury arising out of or caused in whole or in part by any acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LoanSafe Services. The parties covenant and promise that they will not sue each other even if the responding party was advised of the possibility of such damages. Additionally, neither party shall be liable to the other for punitive, special, or consequential damages. For clarification, this section is not intended to conflict or supersede CoreLogic's or Customer's Limitation of Liability rights and obligations outlined in Section 11 of the Agreement For Services ("VSA") dated December 13, 2021, nor is it intended to conflict with or supersede CoreLogic's indemnification obligations outlined in Section 11 of the VSA (the Contract) and Sections 20(b), 21, and 22 of the Customer's Terms and Conditions for Vendor-Supplied Contracts.
7. **DISCLAIMER.** Due to the nature of public record information, the public records and commercially available data sources used in LoanSafe Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LoanSafe Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.
8. **AUDIT.** Data Provider, directly or through CoreLogic, may conduct periodic reviews of Customer's use of the LoanSafe Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LoanSafe Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. CoreLogic shall give notice to Customer of any concerns determined through any audit, and allow Customer to take any steps required to assure against such concerns. Any dispute as to whether Customer has satisfied these concerns shall be resolved under Chapter 2260 of the Texas Government Code. Should Customer ultimately not sufficiently address these concerns, CoreLogic may suspend or terminate the license to use the LoanSafe Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.
9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LoanSafe Services on Customer's obligations under the Agreement, including, but not limited to, the licensing requirements and restrictions under Section 2 and the security requirements of Section 3. Customer shall conduct a similar review of its obligations under the Agreement with existing employees who have access to LoanSafe Services no less than annually. Customer shall keep records of such training.
10. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that CoreLogic will only allow Customer access to the LoanSafe Services if Customer's credentials can be verified in accordance with CoreLogic's internal credentialing procedures. Customer shall notify CoreLogic immediately of any changes to the information on Customer's Application for the LoanSafe Services, and, if at any time Customer no longer meets CoreLogic's criteria for providing such service, CoreLogic may terminate the SOW. Customer is required to promptly notify CoreLogic of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.
11. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

12. **CHANGE IN AGREEMENT.** CoreLogic shall notify Customer of any changes to the Restricted License granted Customer in Section 2 herein and changes to other provisions of the Agreement as CoreLogic shall make from time to time. Such notice to Customer shall be via e-mail, online “click wrap” amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual designated as the Customer contact, unless stated otherwise in the Agreement. Any changes in pricing must be agreed to by the parties. CoreLogic may, at any time, impose restrictions and/or prohibitions on the Customer’s use of the LoanSafe Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in CoreLogic policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by CoreLogic of such restrictions, Customer agrees to comply with such restrictions.
  
13. **PRIVACY PRINCIPLES.** Customer agrees that Customer (including its directors, officers, employees or agents) will comply with Customer’s privacy principles, policies, or practices.