



MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) is entered into between CoreLogic Solutions, LLC, a California limited liability company, having its principal place of business at 40 Pacifica, Suite 900, Irvine, California 92618 (“**CoreLogic**”) and Contra Costa County, a political subdivision of the State of California, on behalf of its Public Works Department (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This MSA is effective as of **August 1, 2022** (the “**Effective Date**”).

This MSA consists of: (i) this signature page; (ii) this MSA; (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific CoreLogic services (each, an “**Addendum**”); and (iv) any written orders for CoreLogic services, together with any related exhibits or purchase orders thereto, executed by the Parties under this MSA (“**SOWs**”), all of which are incorporated herein by this reference.

This MSA is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the SOW(s). There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This MSA may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this MSA 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 MSA.

**CONTRA COSTA COUNTY
 (“CUSTOMER”)**

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

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 255 Glacier Drive
Martinez, California 94553

Address: 40 Pacifica, Suite 900
Irvine, California 92618

1. Agreement Structure.

1.1 Each SOW executed by the Parties under this MSA is subject to these terms and conditions as well as any additional terms and conditions set forth in an Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this MSA, the Addendum to which such SOW is subject, if any, the specific services provided by CoreLogic to Customer (together with any applicable documentation, corrections, bug fixes, updates or other modifications, the “**Services**”), delivery methods, and Fees; and set forth, to the extent applicable: (1) the authorized use of the Services (“**Permitted Applications**”); (2) any third parties authorized to use the Services or Customer’s products incorporating or relying on the Services, as permitted in the Permitted Applications, for their own internal purposes only (“**End Users**”); (3) any entities authorized to use the Services as long as such entity controls, is controlled by, or is under common control with Customer (“**Permitted Affiliate**”); and (4) any independent entities authorized to store, access, process, or use the Services solely on behalf of Customer (“**Permitted Processor**”) (End Users, Permitted Affiliates, and Permitted Processors collectively and as applicable, “**Permitted Users**”).

1.2 When fully executed by authorized signatories of the Parties, each SOW shall be incorporated into, and shall form a part of, this MSA. Only the CoreLogic entity executing a specific Addendum or SOW shall incur any obligation or liability to Customer under such Addendum or SOW. Only the Customer entity executing a specific Addendum or SOW or named as a Permitted Affiliate shall incur any rights under such Addendum or SOW. The provisions of the various MSA documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between this MSA, the Addendum and the applicable SOW, the order of precedence shall be as follows, listed in descending order of priority: the SOW; the Addendum; and this MSA.

2. Ownership. CoreLogic or its third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all patents, trademarks, copyrights and trade secrets (collectively, “**Intellectual Property**”) derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources. For the avoidance of doubt, CoreLogic does not own or have any right in and to Customer’s data and other materials received by Customer from its other suppliers.

3. Fees; Taxes.

3.1 **Fees.** Customer shall pay CoreLogic the fees for the Services (“**Fees**”) as set forth in each SOW within thirty (30) days of the date of CoreLogic’s invoice via check, electronic check, wire transfer/ACH, credit card (“**Card**”), or other payment method agreed by the Parties. If Customer elects to pay any Fees using a Card or via any electronic invoicing system or portal, it may be subject to additional fees. In the event that Customer reasonably disputes any portion of an invoice and provides written notice and documentation of such dispute, the Parties shall resolve such dispute in good faith, provided that in all cases, Customer shall timely pay the undisputed portion of any disputed invoice. If Customer does not deliver a notice of dispute within such thirty (30) day period, Customer shall be deemed to have agreed to the Fees set forth therein. If full

payment is not made in compliance with this Section 3.1 (Fees) or the applicable SOW, Customer may be assessed a late charge equal to one and one half (1½%) percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer fails to pay any past due Fees not reasonably in dispute within thirty (30) days of CoreLogic’s written notice of such delinquency, CoreLogic, at its sole option, may suspend access or delivery of any Services provided under this MSA until all past due charges and any related late charges are paid, or terminate the applicable SOW(s). During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due.

3.2 **Taxes.** Fees are exclusive of taxes. Customer shall be responsible for all legally required taxes, duties, or other assessments imposed upon the Services, exclusive of any income taxes imposed upon CoreLogic. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic’s invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

4. Trademarks. No right or license for either Party to use the trademarks or service marks (collectively, the “**Marks**”) of the other Party is granted under this MSA, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Neither Party shall use the Marks of the other in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by the other Party. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic. For purposes of clarification, maintaining such Marks or proprietary notices in the Services or other materials provided by CoreLogic shall not be considered by CoreLogic to be a disclosure by Customer of CoreLogic as a data source.

5. Compliance with Law; CCPA.

5.1 **Compliance with Law.** CoreLogic’s provision of the Services and Customer’s use of the Services shall comply with all applicable laws, statutes, ordinances and regulations. Unless otherwise expressly stated in a SOW, Customer agrees and acknowledges that the Services are not “consumer reports” as defined in the Fair Credit Reporting Act, 15 U.S.C. 1681i, et. seq., and Customer shall not use, or permit any End User to use, the Services in whole or in part for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance, employment purposes, or any other purpose enumerated in 15 U.S.C. 1681b.

6. Confidentiality.

6.1 **Confidential Information.** Each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature including, but not limited to, the Services and any information relating thereto, information regarding a Party’s current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans,

Personal Information, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or trade secret information of the disclosing Party (“**Confidential Information**”). Confidential Information may be written or verbal. Confidential Information also includes any and all third-party nonpublic information provided to the receiving Party by the disclosing Party.

6.2. **Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this MSA, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this MSA. Any reproduction of Confidential Information shall remain the property of the disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party. Each Party may disclose Confidential Information of the other Party only to those of its contractors, consultants and advisors (collectively, “**Representatives**”) who have previously agreed in writing to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this MSA and who have a need to know such information. The receiving Party shall be responsible for any use of the disclosing Party’s Confidential Information by the receiving Party’s Representatives. The receiving Party shall promptly notify the disclosing Party upon confirming any loss or unauthorized disclosure of the disclosing Party’s Confidential Information. Within thirty (30) days of the disclosing Party’s request, the receiving Party shall destroy the disclosing Party’s Confidential Information and certify such destruction in writing signed by an authorized representative of the receiving Party.

6.3. **Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth in Section 6.2 (Obligations) shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party’s Confidential Information; or (v) is otherwise agreed upon in writing by the Parties not to be subject to the restrictions set forth in Section 6.2 (Obligation). Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic’s databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 6.3 (Exclusions to Confidentiality) from the restrictions on use and disclosure set forth in Section 6.2 (Obligations). For clarification purposes, the foregoing sentence applies only to the Services and does not limit Customer’s ability to use information obtained from other sources.

6.4. **Disclosures Required by Law.** The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that, to the extent legally permitted: (i) the receiving Party shall provide the disclosing Party with at least ten (10) days’ prior written notice of such disclosure, (ii) the receiving Party shall

disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the receiving Party allows the disclosing Party to intervene in the action at its own cost.

7. **Information Security.** Each Party shall implement and maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of consumer information; (ii) protect against any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; (iv) notify the other Party of a security breach that materially impacts such Party’s Confidential Information; and (v) ensures disposal of the consumer information in a secure manner. CoreLogic will furnish copies of applicable SSAE 18 or equivalent reports it has in its control for processing Services to Customer upon request. Customer is responsible for all activities that occur within Customer’s assigned CoreLogic account(s), excluding CoreLogic’s actions within such accounts. Customer shall: (a) prevent unauthorized access to, or use of, the CoreLogic provided applications (if any), and notify CoreLogic promptly of any such unauthorized access or use of which Customer becomes aware; (b) ensure that a user login is used by only one person (a single login shared by multiple persons is not permitted); and (c) maintain the security of its users’ CoreLogic account names and passwords.

8. **Business Continuity.** CoreLogic shall maintain appropriate contingency plans providing for continued operation in the event of a catastrophic event affecting CoreLogic business operations. CoreLogic will furnish a summary of its business continuity policies and practices to Customer upon request.

9. **Indemnification.**

9.1. **Indemnification by CoreLogic.**

(a) CoreLogic shall indemnify, defend and hold Customer harmless from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States Intellectual Property right (each, an “**Infringement Claim**”). CoreLogic’s obligations with respect to this Section 9.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof unless CoreLogic is first aware of the Infringement Claim; (ii) Customer giving CoreLogic full and exclusive authority to conduct the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

(b) In addition to CoreLogic’s indemnification obligations under Section 9.1(a) above, if an Infringement Claim has been made, or in CoreLogic’s opinion is likely to be made, CoreLogic shall, at its sole option and expense: (i) procure for Customer the right to continue using the Services; (ii) replace the applicable Services with substantially similar services; (iii) modify the Services so that it becomes non-infringing but maintains substantially similar functionality; (iv) instruct Customer to terminate its use of the affected Services and, in such instance, refund to Customer a pro-rata amount of any prepaid Fees actually

paid by Customer for the unused portion of such Services. If Customer does not accept or comply with CoreLogic's chosen option, CoreLogic shall have no obligation to indemnify Customer for the Infringement Claim to the extent resulting from such refusal or noncompliance.

(c) Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this MSA; (iii) the alteration or modification of the Services by any person other than CoreLogic; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions.

(d) THIS SECTION 9.1 (INDEMNIFICATION BY CORELOGIC) SETS FORTH CORELOGIC'S ENTIRE LIABILITY AND SOLE INDEMNIFICATION OBLIGATIONS TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY CLAIMS.

9.2. Indemnification by Customer. Except for CoreLogic's indemnity obligations set forth in Section 9.1 (Indemnification by CoreLogic), Customer shall indemnify, defend and hold CoreLogic harmless from and against all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party to the extent it is based on the use of the Services by Customer or its Permitted Users (as defined in the applicable Addendum or set forth in the applicable SOW).

10. Term; Termination.

10.1. Term. The term of this MSA is from the Effective Date until all SOWs have expired or been terminated according to this MSA. Provided there are no active SOWs in place, either Party may terminate this MSA without cause upon notice to the other Party. The term of each SOW is as specified in such SOW.

10.2. Termination for Cause. A SOW may be terminated by either Party if the other Party breaches any provision of such SOW, including a provision of this MSA: (i) upon at least 30 days' notice to the breaching Party if such breach is capable of being cured and the breaching Party does not cure such breach within the thirty (30) day period; or (ii) immediately upon notice to the breaching Party for a breach of any license grant, breach of Section 5 (Compliance with Law), or if such breach is not capable of being cured. Additionally, in the event of a breach of any license grant by Customer, CoreLogic may immediately suspend access to or delivery of the Services and/or all obligations of CoreLogic under this MSA related to such Services shall cease until such breach is remedied. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due.

10.3. Termination for Insolvency. Either Party may immediately terminate this MSA upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors..

10.4. Effects of Termination. Upon expiration or termination of a SOW, all license rights granted by CoreLogic to Customer pursuant to such SOW shall terminate and

Customer shall promptly pay CoreLogic in full for all Services accessed, ordered, or delivered. Customer acknowledges that Fees are based on a minimum term. If any SOW is terminated due to Customer's breach, Customer shall, if applicable, promptly pay CoreLogic the full amount of any outstanding Fees for the remainder of the applicable term, provided however, that if this MSA is terminated due to CoreLogic's breach, Customer is only obligated to pay for Services provided by CoreLogic prior to the termination of such SOW.. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of the applicable SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this MSA; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination of the SOW shall not be considered an extension or renewal of the applicable SOW, nor obligate CoreLogic to accept any future orders or continue to deliver the Services.

11. Warranty; Disclaimer. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES ARE BASED UPON DATA COLLECTED FROM PUBLIC RECORDS SOURCES AND CORELOGIC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PUBLIC RECORDS EXCEPT AS SET FORTH IN THIS MSA, AN ADDENDUM OR SOW.

CORELOGIC WARRANTS TO CUSTOMER THAT THE SERVICES DELIVERED TO CUSTOMER HEREUNDER AND INFORMATION CONTAINED THEREIN WILL BE AS COMPLETE, ACCURATE AND CURRENT AS IS REASONABLY OBTAINABLE IN VIEW OF COMMERCIALLY REASONABLE METHODS OF COMPILATION AND THE NATURE OF ACCURACY OF CORELOGIC'S SOURCES. EXCEPT FOR THE FOREGOING WARRANTY, 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.

12. Limitation of Liability. EXCEPT FOR CORELOGIC'S INDEMNIFICATION OBLIGATIONS UNDER THIS MSA, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS MSA IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE TWELVE MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM (SUCH AMOUNT, THE "GENERAL CAP"). WITH RESPECT TO CORELOGIC'S INDEMNIFICATION OBLIGATIONS UNDER THIS MSA, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS MSA IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING TWO TIMES THE GENERAL CAP ("SUPER CAP"). THESE LIMITS ARE CUMULATIVE AND ALL PAYMENTS UNDER THE APPLICABLE SOW ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMITS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMITS. IN NO EVENT SHALL CORELOGIC BE LIABLE FOR THE

SAME CLAIM UNDER BOTH THE GENERAL CAP AND THE SUPER CAP, AND IF THERE ARE MULTIPLE CLAIMS SUBJECT TO EACH OF THE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13. Customer Oversight; Regulatory Oversight; Pre-Screening of CoreLogic Personnel.

13.1. **Customer Oversight.** CoreLogic shall provide Customer with an annual due diligence package which will include: (i) an information security program overview; (ii) a business continuity program overview; and (iii) a SSAE 18 or equivalent SOC report. Customer, upon request, is entitled to review via a secure data portal, CoreLogic's policies, standards, and collateral evidence of security controls. In addition, CoreLogic agrees to conduct quarterly client audits (each a "Quarterly Audit") for its clients to verify that CoreLogic understands and is capable of complying with its obligations under this MSA and applicable law. Customer may participate in the Quarterly Audit once per calendar year, which will include the ability for Customer to perform a limited inspection of CoreLogic's premises under CoreLogic's supervision, provided that Customer shall not have access to files or systems that contain information of other customers, and which is subject to the confidentiality provisions of this MSA. If any Quarterly Audit results in a finding that the Parties agree constitutes CoreLogic's noncompliance with the material terms of this MSA, CoreLogic shall take reasonable steps to remedy such finding or provide Customer with a detailed report as to why it cannot be remedied.

13.2. **Regulatory Oversight.** If Customer is required to grant audit rights to a regulator having jurisdiction over Customer under applicable law to verify CoreLogic's performance under this MSA, Customer shall promptly provide written notice to CoreLogic of such request, and any information provided by CoreLogic shall be treated as CoreLogic's Confidential Information. CoreLogic shall reasonably cooperate with such examination.

13.3. **Pre-Screening of CoreLogic Personnel.** CoreLogic shall, prior to any employee providing Services to Customer pursuant to this MSA, to the extent permitted by applicable law, have administered the following background screening guidelines: (i) social security number verification (verifies and analyzes social security numbers to match previous address information and potential alias); (ii) criminal background check (for the past ten (10) years or to the extent permitted by applicable law); (iii) employment verification; (iv) education verification (highest degree attained); (v) where required by applicable law, employee's enrollment in and participation in the requisite federal work authorization program; (vi) 5-panel drug screen, (vii) Extended Global Sanctions Search (including an Office of Foreign Asset Control (OFAC) check); (viii) credit history (for certain positions) and (ix) driving record history (for certain positions).

14. GENERAL PROVISIONS.

14.1. **Relationship of Parties.** The Parties acknowledge
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(SR0004356609)

that this MSA represents a business relationship based on the express provisions of this MSA, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this MSA. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such. Notwithstanding any use of the term "partner" in this MSA or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

14.2. **Notices.** All notices required under this MSA shall be sent to the addresses on the signature page of this MSA, and, if the notice relates to a specific SOW, to any additional addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this MSA shall be deemed given: (i) one day after being sent by commercial overnight courier with written verification of receipt; or (ii) five days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective.

14.3. **Assignment.** Neither Party shall assign or transfer this MSA or any rights or obligations under this MSA without the other Party's prior written consent, which shall not be unreasonably withheld. CoreLogic may assign this Agreement or any SOW or any rights therein to any party who controls, is controlled by or is under common control by CoreLogic or to a successor in interest by merger or acquisition, by operation of law, or purchase of the majority of the assets of CoreLogic's business. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this MSA by CoreLogic. This MSA binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.4. **Severability.** If any provision, or part thereof, of this MSA becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this MSA. The validity, legality and enforceability of the remaining provisions of this MSA shall not in any way be affected or impaired.

14.5. **No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this MSA shall constitute a subsequent or continuing waiver of such right or any other rights under this MSA.

14.6. **Injunction.** Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of CoreLogic's intellectual property rights may result in irreparable harm to CoreLogic, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction.

14.7. **Force Majeure.** Neither Party shall be liable for any failure or delay in its performance under this MSA or interruption of service, resulting directly or indirectly, from circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), act of any government,

any acts of God, pandemic, civil or military authority, labor disputes, shortages of suitable parts, materials or labor, or any similar cause); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

14.8. **Governing Law.** This MSA is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law. Any litigation arising out of this MSA shall be brought by either Party in a court of competent jurisdiction located in Orange County, California, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

14.9. **Insurance.** CoreLogic shall carry and maintain at all times during the term of this Agreement, the lines of insurance coverage with minimum policy limits as follows: (i) Workers' Compensation with limits as required by applicable statute; (ii) Employers' Liability with limits of \$1,000,000.00, per accident or disease and policy limit; (iii) Commercial General Liability with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and \$2,000,000 in the aggregate; (iv) Business Automobile Liability with limits of \$1,000,000.00, combined single limit, each accident; and (v) Professional (Errors and Omissions) and Cyber Liability coverage with a minimum combined single limit of \$2,000,000. CoreLogic shall use an insurance provider having an A.M. Best Company rating of A- or better with financial size category of X or higher.

14.10. **No Third-Party Beneficiaries.** CoreLogic and Customer agree that this Agreement, including each Addendum and each SOW, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

14.11. **Survival.** The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 3 (Fees; Taxes); 6 (Confidentiality); 9 (Indemnification); 10.4 (Effects of Termination); 11 (Disclaimer); 12 (Limitation of Liability); and 14 (General Provisions).

14.12. **Construction.** Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this MSA. Unless the context otherwise requires, words importing the singular include the plural and vice-versa. The words "include," "includes" and "including" mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

14.13. **Counterparts.** This MSA and each Addendum and SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this MSA is executed in counterparts, no signatory is bound until all Parties have duly executed this MSA. Any signature executed and/or transmitted

by electronic means, facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this MSA.

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**LICENSING ADDENDUM
TO
MASTER SERVICES AGREEMENT**

This Licensing Addendum (“**Licensing Addendum**”) is entered into between CoreLogic Solutions, LLC (“**CoreLogic**”) and Contra Costa County, a political subdivision of the State of California, on behalf of its Public Works Department (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This Licensing Addendum is subject to the Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto (“**MSA**”) between CoreLogic and Customer to which it is attached. Capitalized terms used without definition in this Addendum have the meanings ascribed to them in the MSA. This Licensing Addendum is effective as of **August 1, 2022**.

1. LICENSE.

- 1.1 **License Grant.** Subject to the terms and conditions of this Licensing Addendum and the MSA, CoreLogic hereby grants to Customer and Permitted Users a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this Licensing Addendum or the MSA. All rights not expressly granted herein are reserved.
- 1.2 **License Restrictions.** Customer and Permitted Users shall not use the Services for any purposes other than the Permitted Applications in the applicable SOW. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications in the applicable SOW, Customer and Permitted Users shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner; (ii) use the Services to create models, analytics, derivative products or other derivative works; (iii) disassemble, decompile or reverse engineer CoreLogic’s Confidential Information or any portion of the Services; (iv) allow access to the Services through any servers located outside of Customer’s or any Permitted Users’ network; (v) use or store the Services outside the United States or Canada; or (vi) use the Services in any way that is defamatory, threatening or harassing.
- 1.3 **Destruction of Services.** Within 30 days of expiration or termination of a SOW, Customer shall, to the extent reasonably practicable, destroy all Services-related documentation in Customer’s possession or control delivered under the terminated SOW(s) and, upon request by CoreLogic, certify in writing signed by an officer of Customer that all Services-related documentation have been destroyed. If such Services-related documentation is not destroyed in accordance with the foregoing, Customer shall pay CoreLogic the Fees ordinarily and reasonably charged by CoreLogic for the Services until such time as such Services-related documentation is destroyed by Customer. Notwithstanding the foregoing, Customer may retain a copy of the Services-related documentation in an archival database, as required for regulatory compliance or internal record-keeping, and for no other use, commercial or otherwise.

2. CUSTOMER ACKNOWLEDGMENTS.

Customer acknowledges and agrees to the following:

- 2.1 **Availability of Data.** The availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise that prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. In addition, CoreLogic may discontinue any Services it no longer generally provides to its customers, and upgrade or change the support, delivery and maintenance of any Services so long as any change does not result in a material reduction in the quality of the support, delivery or maintenance of any Services.
- 2.2 **Limitations of Services.**
- 2.2.1 The Services do not constitute an appraisal of any subject property, and do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. The condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser.

2.2.2 Customer shall not construe the Services as a representation by CoreLogic as to the condition of title to real property. The Services may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in the Services.

2.3 **Use of Data.** CoreLogic may use information provided by Customer for statistical purposes, product enhancement, marketing analysis and related purposes only if CoreLogic has aggregated and anonymized the data so that it does not identify a specific person or organization or could be used to identify a specific person or organization.

3. PERMITTED USERS.

Customer shall require all Permitted Users to using the Services to comply with the Permitted Applications use restrictions contained in the applicable SOW. Customer is fully responsible for any use of the Services by its Permitted Users.

4. AUDITS.

Upon ten (10) days' prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer's compliance with the terms and conditions of the MSA. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Customer's books and records relating to Customer's compliance with the terms of the MSA. CoreLogic shall treat all information reviewed during an audit as confidential. Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer's operations, and shall be conducted under Customer's supervision. If the audit indicates there is a breach in Customer's compliance with this MSA, Customer shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. Customer's failure to reasonably cooperate with CoreLogic's request to audit for compliance is a breach of this MSA, for which CoreLogic may immediately terminate this MSA.

5. SURVIVAL.

The following sections shall survive the expiration or termination of this Licensing Addendum: 1.2 (License Restrictions), Section 4 (Audits) and Section 5 (Survival).

IN WITNESS WHEREOF, the Parties have caused this Licensing 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 Licensing Addendum.

CONTRA COSTA COUNTY
("CUSTOMER")

CORELOGIC SOLUTIONS, LLC
("CORELOGIC")

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 255 Glacier Drive
Martinez, California 94553

Address: 40 Pacifica, Suite 900
Irvine, California 92618

Facsimile: _____

Facsimile: (949) 214-1030