

## DATA FURNISHERS REPORTING AGREEMENT

THIS DATA FURNISHERS REPORTING AGREEMENT (this “Agreement”) is made and entered into by and between MoreThanData (MTD) (“Consolidator”) having offices at 1501 Washington Ave, Knoxville, TN 37917, and \_\_\_\_\_ (hereinafter referred to as “Furnisher”) with offices at \_\_\_\_\_.

### 1. PURPOSE OF THIS AGREEMENT

- A. Habitat for Humanity affiliates who want to submit homeowner mortgage credit histories to certain consumer reporting agencies (a “Consumer Reporting Agency”) may not have: (i) the technical skills to provide this information to the agency in the required computer format; or (ii) the minimum mortgage volumes required by a Consumer Reporting Agency.
- B. Consolidator provides Habitat for Humanity affiliates an easy and efficient way to submit homeowner mortgage credit histories to a Consumer Reporting Agency. This is accomplished by providing to Furnisher a computer application, MTD KeyCredit, which processes MTD Keystone mortgage information in conformance to the industry standard (the “Application”) which Furnisher uses to provide homeowner credit history data to Consolidator. Consolidator then combines this data with data from other Habitat for Humanity affiliate data furnishers and submits the total resulting data set to a Credit Reporting Agency.

### 2. SPECIFIC COMMITMENTS OF FURNISHER

- A. Furnisher agrees to furnish homeowner mortgage information to Consolidator. Such information will be updated and furnished no less frequently than every thirty (30) days and shall be e-mailed to Consolidator within the first seven (7) days of each month. Furnisher hereby certifies that all information furnished to Consolidator shall be complete and accurate.
- B. Furnisher agrees to use the most current version of MTD Keystone as provided by More Than Data, and the most current version of MTD KeyCredit as provided by Consolidator and to install new versions of MTD KeyCredit on a schedule provided by Consolidator.
- C. Furnisher further agrees that, with respect to all information furnished to Consolidator, Furnisher will comply with all requirements of the Fair Credit Reporting Act (the “FCRA”) and all other applicable federal or state laws or regulations as now or as hereafter become effective.
- D. Upon request by Consolidator or a Consumer Reporting Agency, Furnisher shall reverify disputed information. Furnisher certifies that all information supplied by Furnisher in response to a consumer dispute verification request shall be complete and accurate. If in response to a consumer dispute verification request, Furnisher desires to change any information relating to a trade line it has previously reported, Furnisher shall update the entire trade line on both the verification response and in its own internal records to conform to such change.

Subsequent customer's record updates provided by Furnisher shall reflect such change.

- E. Furnisher agrees to pay all applicable charges for services received from Consolidator. All charges are due upon receipt of invoice from Consolidator. Any account not paid in full when due is subject to termination. The rates for service and other charges may be changed at any time. Consolidator shall provide to Furnisher at any time, upon request, a list of its rates and charges. Consolidator shall issue a credit or refund for any billing error which is brought to its attention by Furnisher within sixty (60) days of the bill. The issuance of a credit or refund, if any, for errors brought to Consolidator's attention beyond sixty (60) days will be at Consolidator's sole discretion.
- E. Furnisher shall provide Consolidator with written notice as provided in Paragraph 4(D) below immediately upon the occurrence of any of the following events: (i) Furnisher identifies any error materially affecting the data it has supplied hereunder which error cannot be promptly corrected; or (ii) any change in Furnisher's address for purposes of receiving consumer dispute verification.
- E. Furnisher shall be liable for its own acts of negligence, and Furnisher shall hold Consolidator harmless and release and indemnify Consolidator for any loss, cost, expense or liability (including attorneys fees) incurred by Consolidator as a result of Furnisher's negligence in the furnishing of data to Consolidator, Furnisher's failure to perform any of its obligations described in this Agreement, or Furnisher's failure to comply with the FCRA.

### 3. SPECIFIC COMMITMENTS OF CONSOLIDATOR

- A. Consolidator agrees to develop and maintain MTD KeyCredit and to provide the Application to Furnisher. If changes in MTD Keystone materially affect MTD Keystone Crediting Reporting, Consolidator agrees to provide a new version of MTD KeyCredit to correct any deficiencies within a reasonable period of time. If the industry standard changes, Consolidator agrees to provide a new version to correct any deficiencies within a reasonable period of time.
- B. Consolidator agrees to combine mortgage information sent to it by Furnisher with information sent by other data furnishers and to submit this to a Consumer Reporting Agency by the 15<sup>th</sup> of each month.
- C. Consolidator agrees it will use commercially reasonable efforts to accurately process credit information provided to it by Furnisher. Consolidator will have complete discretion as to when and what data provided by Furnisher is included and when and what data is purged from its database.
- D. Consolidator shall not sell or furnish to any third party a list of the homeowners' names and addresses provided by Furnisher.
- E. Consolidator shall provide Furnisher written notice as provided in Paragraph 4(D) below upon the occurrence of any of the following events: (i) Consolidator changes the address of its Data Services Center; or (ii) Consolidator identifies any material errors in the information provided by Furnisher.

4. MISCELLANEOUS

- A. Waiver of Rights: Failure on the part of either Furnisher or Consolidator to avail itself of or enforce any of its rights or remedies hereunder shall not be a waiver of its rights to do so thereafter. Either party may seek and obtain legal or equitable relief in any court of competent jurisdiction whether or not notice of default or termination shall have been previously given or whether or not such moving party intends to terminate this Agreement.
- B. Force Majeure: Notwithstanding any provision to the contrary herein contained, Consolidator shall not be liable to Furnisher for any failure, delay or interruption in performance as to any obligation thereunder resulting from any cause beyond its control, including but not limited to governmental orders, legislation or regulations, labor strikes, acts of God, fires, or electrical failure. Such failure, delay or interruption shall not constitute a breach hereunder.
- C. Disclaimer of Warranties: Neither party makes any representation, warranties or guarantees other than those which are expressed herein. In no event shall Consolidator be liable for any claims for any loss, economic or otherwise, incurred by Furnisher or its homeowners relating to or arising out of Consolidator's failure to include or delay in including Furnisher's data to the Consumer Reporting Agency.
- D. Notices: All notices permitted or required to be given pursuant to the Agreement shall be in writing and shall be deemed duly served or given if hand delivered or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

Furnisher: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Consolidator: MTD Keystone  
c/o Knoxville Habitat for Humanity  
P.O. Box 27478  
Knoxville, TN 37927-7478  
Attn: Director – Credit Reporting Services

- E. Property Rights: All information incorporated in whole or in part into Consolidator's databases as well as all computer programs and systems pertaining to Consolidator's databases, are and shall continue to be the exclusive property of Consolidator.
- F. Relationship of Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, principal-agent, or mutual agency relationship between the parties hereto; and neither party shall, by virtue of this Agreement, have any right or power to create any obligation, expressed or implied, on behalf of the other party.

- G. Captions: The captions and headings contained herein are included for convenience of reference only and shall not be construed as part of this Agreement.
- H. Entire Agreement: This Agreement states the entire understanding and agreement between parties in respect of the provision of data by Furnisher to Consolidator, and supersedes all prior agreements, correspondence or discussions regarding the topic. No modification, alteration or amendment of this agreement shall be valid or effective unless reduced to writing and executed by both parties.
- I. Survival of Certain Provisions: This Agreement contains certain provisions intended to be effective after the termination hereof; to that extent, such provisions shall survive any termination of this Agreement.
- J. Controlling Law: This Agreement shall be governed by and in accordance with the substantive, internal laws of the State of Tennessee.
- K. Term: The term of this Agreement shall commence on the date hereof and shall remain in effect for one (1) year, and thereafter shall automatically renew for successive one (1) year terms, except that either party hereto may terminate this Agreement upon a prior thirty (30) day written notice to the other.

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed by their respective duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Consolidator: \_\_\_\_\_ Furnisher: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_