

STATEMENT OF WORK FOR RISK ANALYSIS SERVICES

This Statement of Work ("SOW") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and City of Costa Mesa ("Customer") (collectively, the "Parties", or individually, a "Party"). This SOW is subject to the June 29, 2016 Master Services Agreement between the Customer and CoreLogic Solutions, LLC, the June 29, 2016 Data & Analytics Licensing Addendum, and all subsequent amendments, exhibits, or attachments between the Parties (collectively, the "Agreement"). This SOW is effective as of the date of the last signature below ("SOW Effective Date"). The Parties agree as follows:

I. SERVICES, DELIVERY & FEES: CoreLogic shall provide Customer with the Services listed in the attached Exhibit detailing Services, Delivery and Fee information ("Fee Schedule") via the specified delivery method. If the Fee Schedule indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

II. ADDITIONAL FEE INFORMATION:

- A. Monthly Flat Fee with Overage: Customer shall pay to CoreLogic a monthly flat fee for packages as set forth in the Fee Schedule. The base fees and overage fees are in addition to the monthly flat fee and do not carry-over towards satisfying the fees for any other month.
- **B.** Annual Fee Increase: The Fees for the Services under this SOW shall increase 3% annually, rounded to the nearest \$0.01, on the first day of each SOW renewal term.
- III. PERMITTED APPLICATIONS: The Services shall be used solely for the applications specified below in accordance with the terms and conditions of this Agreement.

A. Customer's Use:

- 1. Internal Use: Customer shall use the Services solely for Customer's own internal business purposes of risk management. Customer shall not resell, relicense or redistribute the Services in whole or in part.
- IV. SOW TERM AND RENEWAL: The term of this SOW is for 12 months, commencing on the SOW Effective Date. Thereafter, the term shall not renew, unless mutually agreed upon by the Parties in writing via an amendment to the SOW.
- V. EXECUTION: This 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 SOW is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW and all Parties have received a fully executed SOW. The Parties acknowledge that any signature transmitted by 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 SOW. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COSTA MESA ("CUSTOMER") Thomas Hatch City Manager Date: 2/5//8	CORELOGIC SOLUTIONS, LLC ("CORELOGIC") Bryce Bucknell Senior Director, Inside Sales Date: 1/8/18
Address: 77 Fair Drive Costa Mesa, CA 92626	Address: 40 Pacifica, Suite 900 Irvine, CA 92618
ATTEST: Brendy Green City Clerk	Date: 2-7-18
APPROVED AS TO FORM: City Attorney	Date: <u>02/02/18</u>
APPROVED AS TO INSURANCE: Risk Management	Date:
DEPARTMENTAL APPROVAL: Information Technology Director	Date: //3//58
APPROVED AS TO PURCHASING: Interim Finance Director	Date: 2/6/18

FEE SCHEDULE EXHIBIT

Risk Analysis Services, Delivery & Fee Schedule

CoreLogic shall deliver the Services to Customer via any of the following delivery platforms, as applicable: (i) CoreLogic's secure, password-protected Internet site: realquest.com ("RealQuest"); or (ii) RealQuest Self-Service Batch; or (iii) Connect2Data XML as further described in the Connect2Data Requirements above ("C2D XML"); or (iii) CoreBatch; or (iv) the following Third Party Platforms: Ellie Mae's Encompass ("Encompass"); Calyx Point; CounselorDirect; Mortgage Cadence Portal ("Mortgage Cadence"); DRI Default Portal ("DRI"); Dorado's Channel Master Portal ("Dorado"); RealEC Portal ("RealEC"); and QuestSoft Compliance EAGLE®.

RO T	itle Package - CA Base Fees (per report/	# of Reports/ Records Included per	Overage Price(per report/ record)
Property Detail	record) === \$0.00	Month 750	\$2.89
Comparable Sales - Detailed	\$0.00		\$4.62
Assessor Map	\$0.00	750	\$2.89
Parcel Map/Assessor Map	\$0.00	750	\$2.89
Full Transaction History	\$0.00	750	\$4.73
Street Map Plus	\$0.00	750	\$0.58
Street Map Search	\$0.00	750	\$0.00
Document Image	\$3.00		\$0.00