

EXHIBIT C

1. If Client Orders Experian/Fair, Isaac Advanced Risk Score(s) or Experian/FICO II or III. If Client orders any Experian/Fair, Isaac Advanced Risk Score(s) ("Advanced Risk Score(s)") or Experian/FICO II or III Scores ("FICO II/FICO III"), Client acknowledges and agrees to the following: (i) the Advanced Score(s)/FICO II/FICO III are applications of a risk model developed by Experian Information Solutions, Inc. ("Experian") and Fair, Isaac (collectively, "Experian/Fair, Isaac"), which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom Client has a credit relationship or with whom Client contemplates entering into a credit relationship, will result in a numerical score; the purpose of the model being to rank said individuals in order of the risk of unsatisfactory payment, (ii) Client releases Fair, Isaac and Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third party contractors of Fair, Isaac or Experian, from liability for any damages, losses, costs, or expenses, whether direct or indirect, suffered or incurred by Client resulting from any failure of any Advanced Risk Score(s)/FICO II/FICO III to accurately predict that a United States consumer will repay its existing or future obligations satisfactorily, (iii) Experian/Fair, Isaac warrant that Advanced Risk Score(s)/FICO II/FICO III are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed, and Experian/Fair, Isaac further warrant that so long as it provides the Advanced Risk Score(s)/FICO II/FICO III, the Advanced Risk Score(s)/FICO II/FICO III will not contain or use any prohibited basis as defined by the ECOA and Regulation B, (iv) Client agrees that THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN WITH RESPECT TO THE ADVANCED RISK SCORE(S)/FICO II/FICO III, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (v) Client agrees that its rights with respect to the warranty in the preceding clause (iv) are expressly conditioned upon Client's periodic revalidation of the Advanced Risk Score(s)/FICO II/FICO III in compliance with the requirements of Regulation B, as it may be amended from time to time, (vi) Experian/Fair, Isaac will indemnify, defend, and hold Client harmless from and against all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Experian/Fair, Isaac of any obligations to be performed by Experian/Fair, with respect to the Advanced Score(s)/FICO II/FICO III, provided that Client has given Experian/Fair, Isaac prompt notice of, and the opportunity and authority (but not the duty) to defend or settle any such claim, (vii) Client agrees that UNDER NO CIRCUMSTANCES WILL EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO CLIENT FOR ANY INCIDENTAL, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES ARISE AND WHETHER OR NOT EXPERIAN OR FAIR, ISAAC WAS ADVISED THAT SUCH DAMAGES MIGHT ARISE, (viii) Client agrees THAT THE MAXIMUM COMBINED LIABILITY OF EXPERIAN AND FAIR, ISAAC IN CONNECTION WITH ANY ADVANCED RISK SCORE(S)/FICO II/FICO III WILL NOT EXCEED THE FEES RECEIVED FROM CLIENT FOR THE ADVANCED RISK SCORE(S)/FICO II/FICO III DURING THE PRIOR 12 MONTHS, (ix) Client certifies that it has a permissible purpose under the FCRA and other applicable laws for obtaining the Advanced Risk Score(s)/FICO II/FICO III, (x) Client certifies that any use by Client of the Advanced Risk Score(s)/FICO II/FICO III for purposes of evaluating the credit risk associated with applicants, prospects, or existing customers will be in a manner consistent with the provisions of applicable law, including, without limitation, the ECOA, Regulation B, and the Fair Credit Reporting Act, (xi) Client certifies that it will not use the Advance Risk Score(s)/FICO II/FICO III for any adverse action unless adverse action reason codes have been delivered to Client along with the Advanced Risk Score(s)/FICO II/FICO III (xii) Client acknowledges that the Advanced Risk Score(s)/FICO II/FICO III and all associated intellectual property rights in its output are the property of Fair, Isaac and that Client will not provide the Advanced Risk Score(s)/FICO II/FICO III to any other party without Fair, Isaac's and Experian's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of a bona fide credit extension transaction when accompanied with Client's corresponding score reason codes, or (b) as clearly required by law, (xiii) Client certifies that it will not publicly disseminate any results of the validations or other reports derived from any Advanced Risk Score(s)/FICO II/FICO III without Fair, Isaac's and Experian's express written permission, (xiv) Client agrees that before delivering or directing Experian/Fair, Isaac or FAC to deliver Advanced Risk Score(s)/FICO II/FICO III to any third party (including any third party agent acting on behalf of Client for the purpose of receiving Advanced Risk Score(s)/FICO II/FICO III for the sole benefit of Client ("Third Party Processor")), Client will enter into a contract with such third party that (a) limits the use of the Advanced Risk Score(s)/FICO II/FICO III by the third party only to the use permitted to Client, and (b) identifies Experian and Fair, Isaac as the express third party beneficiary of such contract, (xv) Experian/Fair, Isaac will have the right to audit the use of the Advanced Risk Score(s)/FICO II/FICO III by Client and any Third Party Processor, and Client will cooperate, and will cause any Third Party Processor to cooperate, fully with Experian/Fair, Isaac in connection with such audits and Client will cause any Third Party Processor to provide, Experian/Fair, Isaac with access to such properties, records, and personnel of such parties as may be required for such purpose, and (xvi) Client agrees that Experian and Fair Isaac is each an express third party beneficiary of the foregoing provisions and each is entitled to directly enforce Client's obligations under such provisions as if a direct party to this Agreement.

2. If Client Orders BEACONSM and/or PinnacleSM Scores. If Client orders BEACON and/or Pinnacle Scores, Client acknowledges the following: these Scores consist of point-score prediction algorithms developed by The Fair, Isaac Companies ("Fair, Isaac"). Each is based on the computerized consumer credit information in the Equifax Information Services LLC ("EQUIFAX") automated consumer reporting system. Beacon is designed to predict the risk of an individual not paying accounts as agreed. Pinnacle is designed to provide an estimated rank ordering relative to other consumers in the EQUIFAX automated consumer reporting system of the likelihood that consumers will repay, as agreed, their existing and future credit obligations. BEACON and/or Pinnacle Scores will be applied to those inquires as Client may request. Pursuant to such inquiry and request for BEACON and/or Pinnacle information, FAC will, as available, provide Client with the BEACON and/or Pinnacle Score, up to four of the principal factors contributing to such Score or Scores, and the Basic Report.

3. If Client Orders Delphi, Empirica, and/or Horizon Scores. If Client orders Delphi, Empirica, and/or Horizon Scores, Client acknowledges that these Scores are provided by Trans Union LLC and Fair, Isaac, and Client agrees to be bound by any specific requirements that such providers may impose from time to time.

4. If Client Orders Precision Credit Risk Score Services. If Client orders Precision Credit Risk Score Services, Client acknowledges and agrees to the following: (i) the Precision Credit Risk Score Service is jointly offered by Trans Union and Fair, Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Precision") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Precision Score"), (ii) Client, from time to time, may desire to obtain Precision Scores from Trans Union via an on-line mode in connection with consumer credit reports, (iii) Client certifies that it will request Precision Scores only for the permissible purpose(s) certified in the Agreement, and will use the Precision Scores obtained for no other purpose, (iv) Client agrees that it shall use each Precision Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA, (v) Client recognizes that factors other than the Precision Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors, (vi) Trans Union and Fair, Isaac shall be deemed third party beneficiaries of the provisions set forth in this Section 4 of this Exhibit C as if a direct party to this Agreement, (vii) Up to four score reason codes, or if applicable, exclusion reasons, are provided to Client with Precision Scores. These score reasons codes are designed to indicate the reasons why the individual did not have a higher Precision Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the ECOA and its implementing Regulation ("Reg. B"). However, the Precision Score itself is proprietary to Fair, Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Precision Scores without Fair, Isaac and Trans Union's prior written consent, (viii) In the event Client intends to provide Precision Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this Agreement; moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Precision Scores for the sole benefit of Client and shall not utilize the Precision Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Precision Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Precision Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Precision Scores; and (5) Such agent shall not use the Precision Scores to create or maintain a database for itself or otherwise, (ix) Client acknowledges that the Precision Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file, (x) Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject, (xi) The information including, without limitation, the consumer credit data, used in providing Precision Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, FAC, nor their officers, employees,

affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Precision Scores under this Agreement and/or as a result of Client's use of Precision Scores and/or any other information or serviced provided under this Section 4 of Exhibit C, (xii) Fair, Isaac, the developer of Precision, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Precision Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Precision uses a "prohibited basis" as that term is defined in the ECOA and Regulation B promulgated thereunder. Precision provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Precision Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based, (xiii) THE WARRANTIES SET FORTH IN SUB-SECTION (XII) ABOVE ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 4 CONCERNING THE PRECISION SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 4; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 4. THE WARRANTIES AND REMEDIES SET FORTH IN SUB-SECTION (XII) ABOVE ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (xiv) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION 4, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, (xv) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE FORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SUB-SECTION (XIV), APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 4, (xvi) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 4 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 4, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 4, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS, (xvii) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE PRECISION SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRECISION SCORE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC nor its affiliates, nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Precision Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Precision Score, and agrees to look solely to Trans Union and/or Fair Isaac, for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Precision Score.

5. **If Client Orders Bankruptcy Navigator Index 3.0™.** If Client orders Bankruptcy Navigator Index 3.0, Client acknowledges the following: Bankruptcy Navigator Index 3.0 is a credit scoring service that ranks-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax Information Services, LLC. ("Equifax") consumer credit database. The scores returned by the Bankruptcy Navigator Index 3.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Client certifies that it will order this Service only when client intends to use the information for the permissible purpose set forth in Section 604(a) of the Fair Credit Reporting Act. Client will not order the Service for employment purposes.

6. **If Client Orders Trans Union NextGen Score.** If Client orders Trans Union NextGen Scores, Client acknowledges and agrees to the following: (i) based on an agreement with Trans Union and Fair, Isaac, FAC has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair, Isaac that evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("FICO Risk Score, NextGen") and provides a score that rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "NextGen Score"); (ii) Client from time to time may desire to obtain NextGen Scores from Trans Union via an on-line mode in connection with obtaining Credit Reports from FAC; (iii) Client has certified in the Agreement, and now, again certifies, that it is has one or more specified "permissible purposes" for obtaining Credit Reports. The term "permissible purposes" is used in this section 6 with the meaning assigned to such term Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA"); (iv) Client certifies that it will request NextGen Scores pursuant to procedures prescribed by FAC from time to time only for the permissible purpose(s) it has specified in the Agreement and certified above, and will use the NextGen Scores obtained for no other purpose; (v) Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry; (vi) Client agrees that it shall use each NextGen Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA; (vii) with just cause, such as delinquency or violation of the terms of this section 6 or a legal requirement, FAC may, upon its election, discontinue serving the Client and terminate this section 6, in whole or in part, immediately; (viii) Client recognizes that factors other than the NextGen Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors; (ix) Trans Union and Fair, Isaac shall be deemed third party beneficiaries under this section 6; (x) up to four (4) score reason codes, or if applicable, exclusion reasons, are provided to Client with NextGen Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher NextGen Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the NextGen Score itself is proprietary to Fair, Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law; (xi) Client will not publicly disseminate any results of the validations or other reports derived from the NextGen Scores without Fair, Isaac and Trans Union's prior written consent; (xii) in the event Client intends to provide NextGen Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this section 6. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) such agent shall utilize the NextGen Scores for the sole benefit of Client and shall not utilize the NextGen Scores for any other purpose including for such agent's own purposes or benefit; (2) that the NextGen Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) such Agent shall not use the NextGen Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) such agent shall not resell the NextGen Scores; and (5) such agent shall not use the NextGen Scores to create or maintain a database for itself or otherwise; (xiii) Client acknowledges that the NextGen Scores provided under this section 6, which utilize an individual's consumer credit information, will result in an inquiry being added to the consumer's credit file. Client shall be responsible for compliance with all applicable federal and state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject; (xiv) the information including, without limitation, the consumer credit data, used in providing NextGen Scores under this section 6 were obtained from sources considered by Trans Union and Fair, Isaac to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, or FAC nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing NextGen Scores under this section 6 and/or as a result of Client's use of NextGen Scores and/or any other information or serviced provided under this Addendum; (xv) Fair, Isaac, the developer of NextGen Score, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the NextGen Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring

when applied to the population for which they were developed, and that no scoring algorithm used by NextGen Score uses a "prohibited basis" as that term is defined in the ECOA and Reg. B. NextGen Score provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the NextGen Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24)-month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based; (xvi) THE WARRANTIES SET FORTH IN SUBSECTION (XVI) ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 6 CONCERNING THE NEXTGEN SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 6; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 6 OTHER THAN AS SET FORTH IN THIS SECTION 6. THE WARRANTIES AND REMEDIES SET FORTH IN SUBSECTION (XV) ABOVE ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (XVII) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION 6, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; (XVIII) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH IN SUBSECTION (XVII) ABOVE, APPLY TO DAMAGES INCURRED BY TRANS UNION, FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 6; (XIX) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 6 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 6, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 6, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS; (XX) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE NEXTGEN SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NEXTGEN SCORE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the NextGen Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the NextGen Score, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the NextGen Score.

7. If Client Orders Trans Union Classic Score. If Client orders Trans Union Classic Scores, Client acknowledges and agrees to the following: (i) based on an agreement with Trans Union and Fair, Isaac, FAC has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair, Isaac that evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score that rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score"); (ii) Client from time to time may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with obtaining Credit Reports from FAC; (iii) Client has certified in the Agreement, and now, again certifies, that it is has one or more specified "permissible purposes" for obtaining Credit Reports. The term "permissible purposes" is used in this Section 7 with the meaning assigned to such term Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA"); (iv) Client certifies that it will request Classic Scores pursuant to procedures prescribed by FAC from time to time only for the permissible purpose(s) it has specified in the Agreement and certified above, and will use the Classic Scores obtained for no other purpose; (v) Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry; (vi) Client agrees that it shall use each Classic Score only for a one-time use only and only in accordance with its permissible purpose under the FCRA; (vii) with just cause, such as delinquency or violation of the terms of this section 7 or a legal requirement, FAC may, upon its election, discontinue serving the Client and terminate this Agreement, in whole or in part, immediately; (viii) Client recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors; (viii) Trans Union and Fair, Isaac shall be deemed third party beneficiaries under this Section 7; (ix) up to five (5) score reason codes, or if applicable, exclusion reasons, are provided to Client with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair, Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair, Isaac and Trans Union's prior written consent; (x) in the event Client intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this section 7. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) such agent shall utilize the Classic Scores for the sole benefit of Client and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) that the Classic Score is proprietary to Fair, Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair, Isaac's prior written consent, except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) such agent shall not resell the Classic Scores; and (5) such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise; (xi) Client acknowledges that the Classic Scores provided under this section 7, which utilize an individual's consumer credit information, will result in an inquiry being added to the consumer's credit file; (xii) Client shall be responsible for compliance with all applicable federal and state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject; (xiii) the information including, without limitation, the consumer credit data, used in providing Classic Scores under this section 7 were obtained from sources considered by Trans Union and Fair, Isaac to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair, Isaac, or FAC nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this section 7 and/or as a result of Client's use of Classic Scores and/or any other information or serviced provided under this section 7; (xiv) Fair, Isaac, the developer of Classic Score, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic Score uses a "prohibited basis" as that term is defined in the ECOA and Reg. B. Classic Score provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24)-month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based; (xv) THE WARRANTIES SET FORTH IN SUBSECTION (xiv) ABOVE ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION 7 CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION 7; AND NEITHER FAIR, ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION 7 OTHER THAN AS SET FORTH IN THIS SECTION 7. THE WARRANTIES AND REMEDIES SET FORTH IN SUBSECTION (XVI) ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (XVI) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION 7, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST

PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY: (XVII) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SUBSECTION (XVI), APPLY TO DAMAGES INCURRED BY TRANS UNION, FAIR, ISAAC OR FAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION 7; (XVIII) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR, ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 7 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR, ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION 7, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION 7, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS; (XIX) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE CLASSIC SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC. (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CLASSIC SCORE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Classic Score even if specifically advised of the possibility of such damages, and Subscriber unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Classic Score, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Classic Score.

8. If Client Orders VantageScore. If Client orders VantageScores, Client acknowledges and agrees to the following: (i) Client will request VantageScore only for its exclusive use. Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScore. Client shall not use the VantageScore for model development or model calibration and shall not reverse engineer the VantageScore. All VantageScores provided will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except: (a) to those employees of Client with a need to know and in the course of their employment; (b) to those third party processing agents of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to customer and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (c) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (d) as required by applicable law; (ii) Client certifies and warrants that it will comply with all federal, state and local statutes, regulations, and rules applicable to it as a provider of VantageScore.

a. The following additional terms and conditions apply to VantageScore provided by Equifax: (i) Client will hold all information received from FAC/Equifax in connection with VantageScore under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law. Client may provide the principal factors contributing to the VantageScore to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA; (ii) Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the VantageScore are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the VantageScore was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B, with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the VantageScore, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Score on its own records. Client will be responsible for meeting its requirements under the ECOA and Regulation B; (iii) Equifax does not guarantee the predictive value of the VantageScore with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents, subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a VantageScore to accurately predict the credit worthiness of Client's applicants or customers. In the event the VantageScore is not correctly applied to Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the VantageScore at no additional charge.

9. If Client Orders Bankruptcy Credit Risk Scores. If Client orders Bankruptcy Credit Risk Scores, Client acknowledges and agrees to the following: (i) Based on an agreement with Trans Union and Fair Isaac, FAC has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Bankruptcy") and provides a score which rank orders consumers with respect to certain credit-related performance (the "Bankruptcy Score"); (ii) Client, from time to time, may desire to obtain Bankruptcy Scores from Trans Union via an on-line mode in connection with consumer credit reports; (iii) Client represents that it has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA"); (iv) Client certifies that it will request Bankruptcy Scores pursuant to procedures prescribed by FAC from time to time only for the permissible purpose certified in the Agreement, and will use the Bankruptcy Scores obtained for no other purpose; (v) Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry; (vi) Client agrees that it shall use each Bankruptcy Score only for a one-time use and only in accordance with its permissible purpose under the FCRA; (vii) With just cause, such as delinquency or violation of the terms of this section or a legal requirement, FAC may, upon its election, discontinue serving Client, in whole or in part (e.g., the services provided under this section) immediately; (viii) Client recognizes that factors other than the Bankruptcy Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors; (ix) Trans Union and Fair Isaac shall be deemed third party beneficiaries under this section; (x) Up to five score reason codes, or if applicable, exclusion reasons, are provided to Client with Bankruptcy Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Bankruptcy Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Bankruptcy Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Client will not publicly disseminate any results of the validations or other reports derived from the Bankruptcy Scores without Fair Isaac and Trans Union's prior written consent; (xi) In the event Client intends to provide Bankruptcy Scores to any agent, Client may do so provided, however, that Client first enters into a written agreement with such agent that is consistent with Client's obligations under this section. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Bankruptcy Scores for the sole benefit of Client and shall not utilize the Bankruptcy Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Bankruptcy Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Bankruptcy Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Bankruptcy Scores; and (5) Such agent shall not use the Bankruptcy Scores to create or maintain a database for itself or otherwise; (xii) Client acknowledges that the Bankruptcy Scores provided under this section which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file; (xiii) Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject; (xiv) The information including, without limitation, the consumer credit data, used in providing Bankruptcy Scores under this section were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Bankruptcy Scores under this section and/or as a result of Client's use of Bankruptcy Scores and/or any other information or serviced provided under this section; (xv) Fair Isaac, the developer of Bankruptcy, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Bankruptcy Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to certain credit-related performance when applied to the population for which they were developed, and that no scoring algorithm used by Bankruptcy uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Bankruptcy provides a statistical evaluation of

certain information in Trans Union's files on a particular individual, and the Bankruptcy Score rank orders consumers with respect to certain credit-related performance relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based; (xvi) THE WARRANTIES SET FORTH IN SECTION XV ARE THE SOLE WARRANTIES MADE UNDER THIS SECTION CONCERNING THE BANKRUPTCY SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS SECTION; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS SECTION OTHER THAN AS SET FORTH IN THIS SECTION. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION XV ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (XVII) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; (XVIII) THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION XVI, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS SECTION; (XIX) ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS SECTION BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS SECTION, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS SECTION, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS; (XX) CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE BANKRUPTCY SCORE, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE BANKRUPTCY SCORE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the Bankruptcy Score even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the Bankruptcy Score, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the Bankruptcy Score.

10. On-Line Review, Portfolio Review, Valuation Portfolio Review, Prescreen

FAC has access to the following predictive models of credit performance by consumers from historical credit data, which models are used to calculate the proprietary scores of Fair Isaac identified as:

FICO® Risk Score Classic – Auto, Personal Finance, Installment and Bankcard model evaluates certain information in the consumer report on an individual consumer from TransUnion's database and provides a Fair Isaac Score which rank orders the consumer with respect to likely credit performance. FICO® Risk Score, Classic Auto, FICO® Risk Score, Classic Personal Finance, FICO® Risk Score, Classic Installment Loan, and FICO® Risk Score, Classic Bankcard are industry-specific versions of the FICO® Risk Score, Classic model.

FICO® Risk Score - NextGen model evaluates certain information in the consumer reports of individual consumers from TransUnion's database and provides a Fair Isaac Score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty-four (24) month period following scoring.

FICO® Bankruptcy Risk Score model evaluates certain information in the consumer report on an individual consumer from TransUnion's database and provides a Fair Isaac Score which rank orders the consumer with respect to likely credit-related performance.

The scores listed above shall for purposes of this section 10, be referred to collectively as "**Fair Isaac Scores**".

(i). From time to time, Client may request that FAC deliver Fair Isaac Scores to Client for one of the following purposes to the extent such purpose is a permissible purpose under the FCRA; provided however, that Client shall use each Fair Isaac Score only for a one-time use and only for the particular purpose for which it was delivered:

- (a) in connection with the review of an on-line consumer report it is obtaining from TransUnion ("**On-Line Review**");
- (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates ("**Portfolio Review**");
- (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 ("**Valuation Portfolio Review**"); or
- (d) for use as a selection criteria to deliver a list of names to Client, or Client's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit ("**Prescreen**").

The services to provide the Fair Isaac Scores listed above are referred to herein as the "**Fair Isaac Score Services**". TransUnion and Reseller agree to perform the Fair Isaac Score Services as reasonably practicable.

(ii) Reason Codes will be delivered to Client for use in connection with On-Line Review, Portfolio Review and Valuation Portfolio Review. "**Reason Codes**" are defined as the alpha and/or numerical codes that represent an explanation of the principal reasons why a Fair Isaac Score is lower than the maximum possible score. Reason Codes may be disclosed only to the consumer who is the subject of the Fair Isaac Score in connection with an Adverse Action (as defined by the FCRA), in compliance with the Equal Credit Opportunity Act ("**ECOA**") and its implementing Regulation ("**Reg. B**"), or as otherwise required by law. Except as otherwise set forth in this section 10, Fair Isaac Scores may not be disclosed to any third party except the consumer upon whom the Score was generated, and then only in connection with an adverse action and when accompanied with the corresponding Reason Codes, or as required by law.

(iii). Client acknowledges that the Fair Isaac Scores are the property of Fair Isaac and are proprietary to Fair Isaac. Subject to the terms and conditions of this section 10, Fair Isaac grants, through FAC, to Client, effective during the term of this Agreement, a personal, non-exclusive, non-transferable, non-sublicensable, limited license to use, internally, the Fair Isaac Scores solely for the particular purpose (i.e., Online Review, Portfolio Review, Valuation Portfolio Review, or Prescreen) for which the Fair Isaac Scores were obtained, subject to the limitations set forth in this Agreement, and provided that Client's use of the Fair Isaac Scores complies at all times with applicable federal, state and local law and regulations. Client represents and warrants that it has a permissible purpose under the FCRA to obtain the underlying consumer report from TransUnion, through FAC, and hereby certifies that it will obtain and use the Fair Isaac Scores delivered in connection with such consumer report only for that permissible purpose. Nothing contained in this Agreement shall be deemed to grant Subscriber any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs, proprietary information, or the models utilized in the delivery of the Fair Isaac Scores. Except for the limited license granted to Client in this section 10, Fair Isaac retains and reserves all rights, title, ownership and interest in and to the Fair Isaac Scores and all intellectual property related thereto. Notwithstanding anything contained herein to the contrary, the Models (as defined below) used to generate the Fair Isaac Scores are the sole and exclusive property of Fair Isaac and Fair Isaac grants no rights or license whatsoever to such Models.

(iv). Except as otherwise permitted in this section 10, Client shall not disclose the Fair Isaac Scores or any results of any reports derived therefrom (including, without limitation, any reports created in connection with the Retrospective Services) to any individual or entity other than to Client's own employees on a need-to-know basis, unless: (a) Fair Isaac and TransUnion each give express written permission in advance of such disclosure; (b) such disclosure is permitted by this section 10; (c) with respect to any Client designated third party processor agent aforementioned above, Client shall, prior to directing FAC to deliver any such lists to such agent, enter into a written agreement with such agent that is consistent with Client's obligations under this section 10; or (d) such disclosure is clearly required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Client shall provide Fair Isaac and TransUnion ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph.

(v) Under no circumstances will Client nor its employees, representatives and/or agents (a) attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary information, including the Fair Isaac Scores and any other information or reports derived therefrom developed or used by TransUnion and/or Fair Isaac in connection with this section 10; (b) alter, change, modify, adapt, translate or make derivative works of the Fair Isaac Scores; (c) sublicense or request the Fair Isaac Score Services or Fair Isaac Scores for timesharing, rental, outsourcing, or service bureau operations, or to create or maintain a database for itself or otherwise; (d) use the Fair Isaac Scores in any manner not permitted under this section 10, including, without limitation, model development, model validation, model benchmarking, reverse engineering or model calibration or (e) use any of the Fair Isaac Scores in a manner that violates any foreign, federal, state or local law, statute, rule or regulation.

(vi) In the event Client will utilize a third party intermediary (e.g., Internet service provider or other network provider or application service provider) for the purpose of receiving Fair Isaac Score Services, Client shall ensure it has first entered into an agreement with such third party under which such third party acts solely as a network conduit for the delivery of the Fair Isaac Score Services to Client and which prohibits such third party from using, or otherwise accessing, the Fair Isaac Score Services for any other purpose. Client shall be solely liable for any actions or omissions of such third parties which result in a breach of this section 10 including, but not limited to, any misappropriation or other unauthorized access to Fair Isaac Scores and/or other use of the Fair Isaac Score Services in violation of this section 10.

(vii) Neither TransUnion, Fair Isaac, nor their respective officers, employees, affiliated companies, bureaus, independent contractors and agents, including, without limitation, any combination of the foregoing, shall be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of any information used by Client, TransUnion and/or Fair Isaac in providing any and all Fair Isaac Score Services under this section 10.

(viii) Certain Fair Isaac Scores are implemented with standard minimum exclusion criteria. Neither TransUnion, Fair Isaac, nor their respective officers, employees, affiliated companies, bureaus, independent contractors and agents including, without limitation, any combination of the foregoing, shall be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of any Client requested changes to the exclusion criteria which result in normally excluded records being scored by such Fair Isaac Scores.

(ix). TransUnion represents and warrants that the Fair Isaac Score Services will be provided by TransUnion in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Fair Isaac Score Services which are not in compliance with the above warranty, provided that: (a) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Fair Isaac Score Services; and (b) the Fair Isaac Score Services are able to be re-performed. **CLIENT ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS PARAGRAPH.**

(x). Subject to conditions which follow, Fair Isaac warrants that, as delivered to TransUnion, the credit scoring algorithm(s) used in the credit scoring system(s) to produce the Fair Isaac Scores licensed hereunder ("**Model(s)**") are empirically derived and demonstrably and statistically sound. This warranty is conditioned on: (a) Client's use of each Fair Isaac Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (b) Client's compliance with all applicable federal, state and local laws pertaining to use of the Fair Isaac Scores, including Client's duty (if any) to validate or revalidate the use of credit scoring systems under ECOA and Reg. B and (c) Client's use of the Fair Isaac Scores otherwise remaining in compliance with the terms of this section 10. Fair Isaac also warrants that the credit scoring algorithm does not consider any "prohibited basis" as defined or restricted by Reg. B. **FOR ANY BREACH OF THIS WARRANTY CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND FAIR ISAAC'S ENTIRE LIABILITY, SHALL BE RECALCULATION OF THE FAIR ISAAC SCORES THAT FORMED THE BASIS OF SUCH BREACH.** The Fair Isaac Score may appear on a credit report for convenience only, but is not a part of the consumer credit file maintained by Trans Union.

(xi). **EXCEPT AS EXPRESSLY SET FORTH ABOVE IN PARAGRAPHS XI AND X, TRANSUNION AND FAIR ISAAC MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY FAIR ISAAC SCORES OR FAIR ISAAC SCORE SERVICES PROVIDED TO CLIENT UNDER THIS SECTION 10, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(xii). Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective, to which it is subject, including, but not limited to, any law requiring disclosure to a consumer that the Fair Isaac Score or the consumer report upon which the Fair Isaac Score was created, was provided by Reseller, TransUnion; the FCRA; the ECOA; and Reg. B.

(xiii). Upon prior written notice, Fair Isaac and TransUnion shall each have the right to audit Client to verify Client's compliance with this section 10. Client shall accommodate Fair Isaac and/or TransUnion, as applicable, in connection with such audit. Such accommodation shall include, but not be limited to on-site inspection of Client's records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this section 10.

(xiv.1). **IN NO EVENT SHALL TRANSUNION OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS SECTION 10, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

(xiv.2) **ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 10 BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. MOREOVER, IN NO EVENT SHALL TRANSUNION'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED TEN THOUSAND DOLLARS (\$10,000.00).**

(xv). Fair Isaac and TransUnion shall each be deemed a third party beneficiary under this section 10.

(xvi) **CLIENT AGREES THAT (1) ALL REPRESENTATIONS, WARRANTIES, RIGHTS, AND REMEDIES REGARDING THE FAIR ISAAC SCORES, IF ANY, COME EXCLUSIVELY FROM TRANS UNION AND FAIR, ISAAC, (2) FAC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FAIR ISAAC SCORES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE), AND (3) THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Accordingly, neither FAC or its affiliates nor any of their officers, employees, independent contractors or agents shall have any liability to Client in connection with the FAIR ISAAC SCORES even if specifically advised of the possibility of such damages, and Client unconditionally releases all of such persons from all liability whatsoever, whether known or unknown, fixed or contingent, direct or indirect, of whatever nature in connection with the FAIR ISAAC SCORES, and agrees to look solely to Trans Union and/or Fair, Isaac for any and all rights and remedies it may have, and all damages, losses, costs, or expenses it may incur in connection with the FAIR ISAAC SCORES.