

Attachment "C"

Credit Scoring Services

Client is a credit grantor that purchases Consumer Reports from CISI pursuant to the Agreement in connection with credit transactions involving the consumer subjects of such Consumer Reports. As an enhancement to the basic Consumer Report, CISI has offered Client the opportunity to purchase one or more credit risk scores provided by Trans Union, Equifax, or Experian; including, but not limited to, Fair Isaac & Co. (FICO) and Vantage score models. Use of these scoring models may require additional addendums and be subject to additional terms of use.

Client recognizes that all credit risk scores offered hereunder are statistical scores and may not be predictive as to any particular individual. No such score is intended to characterize any individual as to credit capability. Client recognizes that factors other than credit risk scores should be considered in making a credit decision, including the Credit Report, the individual credit application, economic factors, and various other pertinent information. A statement of the factors that significantly contributed to the credit risk score may accompany the score. If so, such information may be disclosed to the consumer as the reason for taking adverse action, as required by Regulation B. However, the credit risk score itself is proprietary and may not be used as the reason for adverse action under Regulation B. In addition, under the Fair Credit Reporting Act, credit risk scores are not considered part of the consumer's file. Accordingly, Client agrees only to disclose the actual credit risk score to the consumer when accompanied by the corresponding reason codes or otherwise required by law.

CLIENT HAS MADE ITS OWN ANALYSIS OF THE CREDIT RISK SCORE OR SCORES SELECTED BY CLIENT, INCLUDING THE RELIABILITY OF USING SUCH SCORES IN CONNECTION WITH CLIENTS'S CREDIT DECISION. CISI AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES, OR EXPENSE INCURRED BY CLIENT RESULTING FROM CLIENT'S USE OF CREDIT RISK SCORES, OR THE INACCURACY THEREOF. IN NO EVENT SHALL CISI NOR ITS AGENTS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR A CLAIM BY CLIENT RESULTING FROM CLIENT'S USE OF ANY CREDIT RISK SCORE. THE TOTAL AGGREGATE LIABILITY OF CISI AND ITS AGENTS FOR A CLAIM BY CLIENT RELATED TO CLIENT'S USE OF ANY CREDIT RISK SCORE SHALL NOT EXCEED THE SURCHARGE PAID BY CLIENT FOR THE CREDIT RISK SCORE TO WHICH SUCH CLAIM RELATES.

Client certifies that in using the FICO/VANTAGE Credit Scoring Models that:

- 1. Warranty.** Client understands that Data Providers/FICO warrants that the FICO/Vantage Scoring Model are empirically derived and demonstrably and statistically sound and that to the extent the populations to which the FICO/Vantage Scoring Models are applied is similar to the population sample on which the FICO/Vantage Scoring Models were developed, the FICO/Vantage score may be relied upon by Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Clients. FICO/Vantage further warrant that so long as FICO/Vantage provide the FICO/Vantage Model it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES DATA PROVIDERS, FICO, OR VANTAGE HAVE GIVEN CLIENT WITH RESPECT TO FICO/VANTAGE SCORING MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DATA PROVIDERS, FICO, OR VANTAGE MIGHT HAVE GIVEN CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the FICO/Vantage Scoring Model in compliance with the requirement of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- 2. Release.** Client hereby releases and holds harmless CISI, FICO/Vantage and/or Data Providers and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of CISI, FICO/Vantage or Data Providers from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Client resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.
- 3. No License.** Nothing contained in this Agreement shall be deemed to grant Client any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by CISI, Data Providers and/or FICO/Vantage or any third party involved in the delivery of the scoring services hereunder. Client acknowledges that the Data Providers/FICO/Vantage Model and its associated intellectual property rights in its output are the property of FICO/Vantage.
- 4. Client Use Limitations.** By providing the Scores to Client pursuant to this Agreement, CISI grants to Client a limited license to use Information contained in reports generated by the Data Providers/FICO/Vantage Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing CISI to deliver Scores to any third party (as may be permitted by this Agreement), Client agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the Client, and (2) identifies Data Providers and FICO/Vantage as express third party beneficiaries of such contract.
- 5. Proprietary Designations.** Client shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of CISI, Data Providers or FICO/Vantage or their respective affiliates, whether registered or unregistered, without such party's prior written consent.
- 6. Compliance with Law.** In performing this Agreement and in using information provided hereunder, Client will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from

time to time in effect during the Term. Client certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associate

applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the Client along with the Scores.

7. Confidentiality. Client will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder.

Client will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, Client will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of Client and while in transport between the parties. Client certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Data Provider's and FICO/Vantage's express written permission.

8. Proprietary Criteria. Under no circumstances will Client attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Data Providers and/or FICO/Vantage in performing the scoring services hereunder.

9. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, Client may disclose the Scores provided to Client under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

10. Indemnification of CISI, Data Providers and FICO/Vantage. Client will indemnify, defend, and hold each of CISI, Data Providers and FICO/Vantage harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Client of any obligations to be performed by Client under this Agreement, *provided that* Data Providers/FICO/Vantage have given Client prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

11. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL CISI, DATA PROVIDERS OR FICO/VANTAGE HAVE ANY OBLIGATION OR LIABILITY TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT CLIENT WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CISI, DATA PROVIDERS OR FICO/VANTAGE TO CLIENT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF CLIENT'S CLAIM.

12. Third Parties. Client acknowledges that the Scores results from the joint efforts of Data Providers and FICO/Vantage. Client further acknowledges that each Data Providers and FICO/Vantage have a proprietary interest in said Scores and agrees that either Data Providers or the FICO/Vantage may enforce those rights as required.

13. Complete Agreement. This Agreement sets forth the entire understanding of Client and CISI with respect to the subject matter hereof and supersedes all prior letters of internet, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.