

**AGREEMENT FOR
FAIR ISAAC SCORE SERVICES**

This AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date set forth below by and between Trans Union LLC ("**TransUnion**"), Fair Isaac Corporation ("**Fair Isaac**"), and _____ ("**Client**").

WHEREAS, TransUnion is in the business of providing consumer reports and services derived therefrom to clients who have a permissible purpose for receiving consumer reports pursuant to the Fair Credit Reporting Act, 15 U.S.C. 1681, et. seq. ("**FCRA**"), and who have entered into one or more separate agreements with TransUnion for such consumer reports and/or services;

WHEREAS, Fair Isaac is in the decision support business with expertise in developing predictive models of credit performance by consumers from historical credit data, which models are used to calculate the proprietary scores of Fair Isaac identified in Exhibit A ("**Fair Isaac Scores**"); and

WHEREAS, Client is a credit grantor, collector or other entity who, from time to time, desires to license the Fair Isaac Scores it has elected to access in Exhibit A, in connection with consumer reports it is purchasing from TransUnion, for the purposes permitted by this Agreement.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein, and the promises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

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

1. From time to time, Client may request that TransUnion 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 agrees to perform the Fair Isaac Score Services as reasonably practicable.

2. TransUnion shall deliver Reason Codes 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 below in Section C.2, 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.

B. Retrospective Services

1. From time to time, Client may request, in writing, that TransUnion calculate Fair Isaac Scores, utilizing archived, depersonalized, consumer report information, on certain Client existing accounts which Client designates for the sole purpose of facilitating Client's determination of the validity of the Fair Isaac Scores (such Fair Isaac Scores are hereinafter referred to as "**Archive Fair Isaac Scores**"), and the services provided by TransUnion to calculate and deliver such Archive Fair Isaac Scores are hereinafter referred to as "**Retrospective Services**". Such Retrospective Services shall be performed by TransUnion using depersonalized consumer reports archived no more recently than one (1) month prior to the date of scoring. The Retrospective Services shall also be deemed to be Fair Isaac Score Services hereunder, and TransUnion agrees to perform the Retrospective Services as reasonably practicable.
2. Client shall use the Archive Fair Isaac Scores solely to determine the validity of the Fair Isaac Scores for the benefit of Client for the single project for which the Archive Fair Isaac Scores were acquired, but for no other

purpose and for no other entity. Determining validity of the Fair Isaac Scores consists solely of: (a) internal validation of Fair Isaac Scores on Client's own account performance data; (b) internal comparisons of a Fair Isaac Score to other Fair Isaac Scores; (c) internal evaluation of the predictive strength of the Fair Isaac Scores as compared to other scores, (d) internal evaluation of the value of the Fair Isaac Scores as an internal component of custom models; and (e) establishing score cut-offs and strategies, as they relate to Client's portfolios.

3. Client shall not make any attempt to link the depersonalized Archive Fair Isaac Scores to any information which identifies the individual consumers.

C. General Terms and Conditions

1. 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 Agreement, Fair Isaac grants 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, Prescreen or Retrospective Services) 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, and hereby certifies that it will obtain and use the Fair Isaac Scores (other than Archive 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 Client 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 Agreement, 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 in this Section C) 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.
2. Except as otherwise permitted in Section A.2 of this Agreement, 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 Agreement; (c) with respect to any Client designated third party processor agent aforementioned above in Section A.1(d), Client shall, prior to directing TransUnion 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 Agreement; 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.
3. 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 Agreement; (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 Agreement, including, without limitation, for model development, model validation (except as permitted pursuant to Section B.2 with respect to Archive Fair Isaac Scores), model benchmarking, model calibration or any other purpose that may result in the replacement of or discontinued use of the Fair Isaac Scores; 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.
4. 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 Agreement 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 Agreement.
5. 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 TransUnion and/or Fair Isaac in providing any and all Fair Isaac Score Services under this Agreement.

6. 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.
7. TransUnion represents and warrants that the Fair Isaac Score Services will be provided 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.**
8. 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 Agreement. 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.
9. **EXCEPT AS EXPRESSLY SET FORTH ABOVE IN PARAGRAPHS 7 AND 8 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 AGREEMENT, 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.**
10. Client agrees to pay the fees and charges, as mutually agreed upon with TransUnion, for the Fair Isaac Score Services provided to Client under this Agreement. Such pricing is hereby incorporated into this Agreement by reference. All fees shall be due thirty (30) days after the date of the invoice.
11. The recitals set forth above are an integral part of this Agreement and are hereby incorporated into this Agreement.
12. 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 TransUnion; the FCRA; the ECOA; and Reg. B.
13. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by a party hereto by providing thirty (30) days prior written notification to the other parties. The foregoing notwithstanding, TransUnion and Fair Isaac reserve the right to immediately suspend performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if TransUnion and/or Fair Isaac, in good faith, determines that (a) Client has materially breached any of its obligations under this Agreement; (b) the requirements of any law, regulations and/or judicial action have not been met; (c) as a result of any new, or changes in existing, laws, regulations and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met; (d) the use of the Fair Isaac Score Services is the subject of litigation or threatened litigation by any governmental entity; and/or (e) and/or Client's Consumer Report Agreement (as defined below) is suspended or terminated. TransUnion and/or Fair Isaac shall promptly provide written notification to Client of any such action. Moreover, TransUnion shall terminate this Agreement with notice in the event any agreement(s) between Trans Union and Fair Isaac applicable to the obligations and performance of Fair Isaac or TransUnion hereunder terminates or expires. Upon any termination of this Agreement, Client shall immediately cease use of the Fair Isaac Score Services.

- 14.1 IN NO EVENT SHALL CLIENT, 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 AGREEMENT, 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. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO FAIR ISAAC'S OR TRANSUNION'S VIOLATION OF CLIENT'S INTELLECTUAL PROPERTY RIGHTS NOR CLIENT'S VIOLATION OF TRANSUNION OR FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FAIR ISAAC SCORES IN VIOLATION OF THE TERMS OF THIS AGREEMENT).**
- 14.2 ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT 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 THE AGGREGATE AMOUNT PAID, UNDER THIS AGREEMENT, BY CLIENT FOR THE FAIR ISAAC SCORE SERVICES WHICH ARE THE SUBJECT OF SUCH CLAIM OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.**
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law. Client may not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of TransUnion and Fair Isaac. Such consent shall not be unreasonably withheld.
16. No failure or successive failures on the part of any party, its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of any party, its respective successors and permitted assigns, to enforce the same in the event of any subsequent breach or breaches by one or more of the other parties, their respective successors or permitted assigns.
17. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever, between any of the parties hereto. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.
18. All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.
19. No party shall be liable to the others for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood.
20. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
21. Client represents and warrants that it is fully authorized to sign this Agreement on its own behalf. TransUnion represents and warrants that in addition to signing on its own behalf, it is fully authorized to sign this Agreement, including Exhibit A, on behalf of Fair Isaac and such signature on behalf of Fair Isaac constitutes Fair Isaac's agreement to the terms and conditions of this Agreement.
22. Fair Isaac Scores may be added to or removed from Exhibit A as mutually agreed in writing by TransUnion and Client.
23. Upon prior written notice, Fair Isaac shall have the right to audit Client to verify Client's compliance with this Agreement. Client shall accommodate Fair Isaac 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 Agreement. TransUnion's audit rights under this Agreement shall be governed by the Consumer Report Agreement.
- 24. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXHIBITS AND**

ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE FAIR ISAAC SCORE SERVICES (INCLUDING, BUT NOT LIMITED TO, FAIR ISAAC SCORES) TO BE PROVIDED UNDER THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF ALL PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON ANY PARTY UNTIL SIGNED BY TRANSUNION ON BEHALF OF ITSELF AND FAIR ISAAC.

25. In the event of a conflict between this Agreement and the applicable agreement(s) for consumer reports and ancillary services between Client and TransUnion ("Consumer Report Agreement"), solely as between Client and TransUnion, the Consumer Report Agreement shall govern. Nothing herein shall be deemed to revise, amend, or otherwise affect the terms of this Agreement as between Fair Isaac and Client.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

Effective Date: _____

TRANS UNION LLC
FOR ITSELF AND FAIR ISAAC CORPORATION

CLIENT NAME: _____

By: _____

By: _____

Print Name and Title of Signer

Print Name and Title of Signer

Date Signed

Date Signed

EXHIBIT A

AGREEMENT FOR FAIR ISAAC SCORE SERVICES

FAIR ISAAC SCORES AND ASSOCIATED FEES

Reference: Agreement for Fair Isaac Score Services dated _____, 200_ by and between Trans Union LLC ("TransUnion"), Fair Isaac Corporation ("Fair Isaac"), and _____ ("Client").

This Exhibit contains a Fair Isaac Scores selection list. Client shall indicate, by initialing the appropriate space(s) below, those Fair Isaac Scores it may from time to time desire TransUnion to provide to Client. From time to time, this Exhibit A may be modified by the mutual written agreement of Client and TransUnion by executing a new Exhibit A. Such new Exhibit A shall be deemed to supersede any and all previously executed Exhibits A and shall automatically be deemed incorporated into this Agreement upon execution by TransUnion and Fair Isaac. *The Fee referenced below may be included in a separate pricing schedule between TransUnion and Client.

Fair Isaac Score Fee* Initial Here

Table with 2 columns: Fair Isaac Score, Fee*. Rows include FICO Risk Score, Classic (Published Pricing), FICO Risk Score, Classic Auto, FICO Risk Score, Classic Personal Finance, FICO Risk Score, Classic Installment Loan, FICO Risk Score, Classic Bankcard, FICO Risk Score, NextGen, FICO Revenue Score, FICO Bankruptcy Risk Score.

Initial *

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 - 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 Revenue 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 consumers with respect to the amount of revenue expected to be generated for bankcard accounts in the twelve (12) months following scoring relative to other consumers.

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.

This Exhibit A has been accepted by the parties as indicated by the signatures of duly authorized representatives below. The parties hereto agree that a facsimile transmission of this fully executed Exhibit A shall constitute an original and legally binding document.

Effective Date of this Exhibit A: _____

TRANS UNION LLC, FOR ITSELF AND FAIR ISAAC CORPORATION

By: _____

By: _____

Name and Title of Signer

Name and Title of Signer

Date Signed

Date Signed

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