

D. Release. End User hereby releases and holds harmless APSCREEN, Fair Isaac and/or Bureaus and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of APSCREEN, Fair, Isaac or Bureaus from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User 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. Fees

Services by APSCREEN to End User are provided per the latest published Fee Schedule.

4. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by APSCREEN, Bureaus and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Bureaus/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, APSCREEN grants to End User a limited license to use information contained in reports generated by the Bureaus/Fair, Isaac Model(s) solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing APSCREEN to deliver Scores to any third party (as may be permitted by this Agreement), End User 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 End User, and (2) identifies each Bureau and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of APSCREEN, Bureaus or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

5. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User 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. End User 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 associated with 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 End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User 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, End User 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 End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Bureau's and Fair, Isaac's express written permission.

C. Proprietary Criteria. Under no circumstances will End User attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Bureaus and/or Fair, Isaac in performing the scoring services hereunder.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End

User 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.

6. Indemnification and Limitations

A. Indemnification of Provider, Bureaus and Fair, Isaac. End User will indemnify, defend, and hold each of APSCREEN, Bureaus and Fair, Isaac 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 End User of any obligations to be performed by End User under this Agreement, *provided that* Bureaus/Fair, Isaac have given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, BUREAUS OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT

SHALL THE AGGREGATE LIABILITY OF APSCREEN, BUREAUS OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

7. Miscellaneous

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Bureaus and Fair, Isaac. End User further acknowledges that each Bureau and Fair, Isaac have a proprietary interest in said Scores and agrees that either the Bureaus or Fair, Isaac may enforce those rights as required.

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

End User agrees to maintain all information provided under this agreement in strict confidence, and may not divulge any information to unauthorized third parties unless as required by law. End User further agrees not to re-sell any information under this agreement to any third parties.

IN WITNESS WHEREOF, End User signer below in addition to agreeing to all provisions, above, certifies that he/she is an authorized signer of the End User/End User Company.

Signed: (End User) _____

Name & Title (Printed) Printed: _____

Company Name: _____

Company Address: _____

Telephone/Fax/E-mail: _____