

FAIR ISAAC SCORES

These terms and conditions are incorporated by reference into the End User Agreement ("Fair Isaac Scores Addendum" or "Addendum"). The End User Agreement, attachments thereto, and these terms and conditions (collectively the "Agreement", as may be amended, supplemented and/or modified from time to time), constitute the entire agreement between Customer and Equation.

1. This Exhibit governs the use by Customer of credit risk scores or insurance risk scores of Fair Isaac Corporation ("Fair Isaac") ("FICO Scores") Customer receives from Equation. From time to time, Customer may request that Equation provide FICO Scores (other than Archive Scores, as defined below), and Equation agrees to perform such processing as reasonably practicable, for each one of the following purposes requested: (a) in connection with the review of an on-line consumer report it is obtaining from Equation; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (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; (d) for use as a selection criteria to deliver a list of names to Customer, or Customer's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance. Customer shall not use a Consumer's "written instructions" as the sole permissible purpose for obtaining a FICO Score. Customer may store FICO Scores solely as required for regulatory compliance purposes and in no event shall Customer use such stored FICO Scores for any other purpose whatsoever. Customer shall use each such FICO Score only once and, with respect to FICO Scores other than Archive Scores, only in accordance with the permissible purpose under the Fair Credit Reporting Act ("FCRA") for which Customer obtained the FICO Scores. The FICO Score may appear on a credit report for convenience only, but is not a part of the consumer credit report nor does it add to the information in the report on which it is based. In the event that Customer receives a court order or federal grand jury subpoena for a FICO Score, Customer should direct requesting party to Equation.

2. Customer may also request that Equation provide FICO Scores that utilize archived, depersonalized, consumer report information ("Archive Scores") and Equation agrees to perform such processing as reasonably practicable. Customer shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Customer for the single project, for which the Archive Scores were acquired, but for no other purpose and for no other entity. Determining validity of the FICO Scores consists solely of: (a) internal validation on Customer's own account performance data; (b) internal evaluation of the predictive strength of the FICO Scores as compared to other scores, (c) internal evaluation of the value of the FICO Scores as an internal component of custom models; and/or (d) establishing score cut-offs and strategies, as they relate to Customer's portfolios. Customer shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers.

3. Customer acknowledges that the FICO Scores are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in the FICO Scores and the Model(s) (defined below) used by Equation to generate the FICO Scores. Fair Isaac grants to Customer, effective during the term of this Exhibit, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 or 2 above for which the FICO Scores were obtained, subject to the limitations set forth in this Exhibit, including, but not limited to the single use restrictions set forth above. Customer's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Customer hereby certifies that it will use each FICO Score (other than Archive Scores) only for a permissible purpose under the FCRA. Customer shall not attempt to discover, reverse engineer, or similar or emulate the functionality of the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted under this Addendum, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above in Paragraph 2 of this Addendum), model benchmarking, model calibration or any other purpose that may result in the replacement of or discontinued use of the FICO Scores. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equation.

4. Customer shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than a consumer as expressly provided for below in this Section 4) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac provides written consent in advance of such disclosure; and/or (c) but only to the extent, such third party is Customer's designated third party agent (so long as such third party agent is not Equation, Experian, Equifax or VantageScore) only for the uses of FICO

Scores as expressly permitted above in Section 1 or 2 for which the FICO Scores were obtained by Customer; provided however that in either event (i.e., (b) or (c) above), Customer may make such disclosure (or in the event of (c), direct Equation to deliver FICO Scores to such third party agent, only after Customer has entered into an agreement with the third party agent that (i) limits use of the FICO Scores to only the use permitted to Customer hereunder; (ii) obligates the third party agent to otherwise comply with the terms of this Exhibit; and (iii) names Fair Isaac as an intended third party beneficiary of such agreement. Customer shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes. The FICO Score itself shall not be used as a reason for taking adverse action.

5. Subject to conditions which follow, Fair Isaac warrants that, as delivered to Equation, the Models used to produce the FICO Scores delivered hereunder are empirically derived and demonstrably and statistically sound. These warranties are conditioned on: (a) Customer's use of each FICO 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) Customer's compliance with all applicable federal, state and local laws pertaining to use of the FICO Scores, including Customer's duty (if any) to validate or revalidate the use of credit scoring systems under the Equal Credit Opportunity Act and its implementing Regulation B ("Reg. B") and (c) Customer's use of the FICO Scores otherwise remaining in compliance with the terms of this Exhibit. 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, Customer's sole and exclusive remedy, and Fair Isaac's AND Equation's entire liability, shall be recalculation of the FICO Scores that formed the basis of such breach. FAIR ISAAC and EQUATION HEREBY DISCLAIM ALL OTHER WARRANTIES, whether statutory, express or implied INCLUDING, without limitation, IMPLIED warranties of merchantability and fitness for a particular purpose and other warranties that might be implied from a course of performance or dealing or trade usage.

6. In no event shall Customer, Equation 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 Exhibit, 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 EQUATION'S VIOLATION OF CUSTOMER'S INTELLECTUAL PROPERTY RIGHTS NOR CUSTOMER'S VIOLATION OF EQUATION'S OR FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FICO SCORES IN VIOLATION OF THE TERMS OF THIS EXHIBIT). ADDITIONALLY, NEITHER EQUATION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS EXHIBIT BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL EQUATION'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS EXHIBIT EXCEED THE AMOUNTS PAID UNDER THIS EXHIBIT DURING THE PRECEDING 12 MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR \$10,000.00, WHICHEVER AMOUNT IS LESS.

7. Upon prior written notice, Fair Isaac shall have the right to audit Customer to verify Customer's compliance with this Exhibit. Customer shall accommodate Fair Isaac in connection with such audit. Such accommodation shall include, but not be limited to on-site inspect of Customer's records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this Exhibit. Equation and Customer acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Customer further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.