

CREDIT SCORING AGREEMENT

The following terms shall be applicable to all Cal Coast Credit Report's (CCCR) clients, its employees, agents, or affiliates (hereinafter Client) using credit scores and reason codes generated by the Experian/Fair, Isaac Model:

- (i) Client warrants that it has a "permissible purpose" under the FCRA, as it may be amended from time to time, to obtain the information derived from the Model.
- (ii) Client agrees to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties;
- (iii) Clients must maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees or agents with a "need to know" and to no other person;
- (iv) Notwithstanding any contrary provision of our Service Agreement, Client may disclose the Scores under this Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- (v) Client must comply with all applicable laws and regulations in using the Scores and reason codes purchased from CCCR;
- (vi) Client is prohibited from using the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Model without such entity's prior written consent;
- (vii) Client is prohibited from attempting, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in performing the Model;
- (viii) Experian warrants that the Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Model is applied is similar to the population sample on which the Model was developed, the Model score may be relied upon by CCCR and/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian further warrants that so long as it provides the 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 EXPERIAN HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT TO THE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN MIGHT HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CCCR and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- (ix) A provision limiting the aggregate liability of Experian to each Client to the lesser of the Fees paid by CCCR to Experian pursuant to Section 3.A of this Agreement (see below) for the Model resold to the pertinent Client during the 6 month period immediately preceding the Client's claim, or the fees paid by the pertinent Client to CCCR under the Resale Contract during said 6 months period, and excluding any liability of Experian for incidental, indirect, special or consequential damages of any kind.

3.A. In consideration of Experian/Fair, Isaac's performance of the Model, CCCR will pay Experian/Fair, Isaac fees as agreed upon in writing by CCCR and Experian/Fair, Isaac from time to time.

Name of Owner/Broker/Guarantor

Company Name

Signature of Owner/Broker/Guarantor

Date