



The addition of the LexisNexis® RiskView™ product has resulted in the following additions/changes to our Membership Agreement including.

Paragraph 3: Applicant certifies that it will request consumer reports pursuant to procedures prescribed by CTI and only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Applicant shall use each consumer report only for a one-time use and shall hold the report in strict confidence. Applicant shall maintain written proof of permissible purpose for all inquiries for a minimum of five (5) years from the date of inquiry and provide CTI copies of such upon request and to indemnify CTI, (and Applicant will indemnify Trans Union, Equifax Information Services, Experian Information Solutions, LexisNexis Risk Solutions) and each other Applicants and the officers and the employees of each, jointly and severally, from any loss damage, attorney's fee and costs arising from any claim or suit based on alleged violation of any provision of this agreement by the indemnifying party.

Paragraph 16: Applicant understands and agrees that consumer repository credit information delivered to Applicant by CTI is prepared by and obtained through LexisNexis Risk Solutions, Trans Union, Equifax Information Services, and/or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. In addition, 15 U.S.C. § 1681 et seq. also requires certain other responsibilities of Applicants of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibits A-H of this Agreement. Applicant agrees to abide by the terms and conditions of the Exhibits A-H available at <http://www.CreditTechnologies.com>, which are explicitly made a part hereof.

Paragraph 17: Applicant understands and agrees that consumer repository credit information delivered to Applicant by CTI is prepared by and obtained through Trans Union, LexisNexis Risk Solutions, Equifax Information Services, and/or Experian Information Solutions, each of which impose different conditions on the acquisition, use and disposal of such information. In addition, 15 U.S.C. § 1681 et seq. also requires certain other responsibilities of Applicants of consumer reports from consumer reporting agencies. Those responsibilities are attached (and made a part hereof) as Exhibits A-H of this Agreement.

Paragraph 20: CTI may, from time to time, report client and or guarantor account history information to credit reporting or collection agencies including but not limited to, Experian, Equifax, Trans Union, LexisNexis Risk Solutions and or Dunn & Bradstreet and the National Credit Reporting Association. CTI may from time to time diminish or increase the charges to Applicant upon request thirty (30) days' written notice. In such event Applicant agrees to pay to revised charges unless Applicant terminates this agreement in writing.

Paragraph 23: Applicant and CTI acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and, in consideration of their reporting information to CTI, the third party benefit to Trans Union LLC, Equifax Information Services LLC, LexisNexis Risk Solutions and Experian Information Solutions Inc. Nothing in this Agreement will be construed as giving any other person, firm, corporation or other entity, other than the parties to this Agreement and their respective successors and permitted assigns and Trans Union LLC, LexisNexis Risk Solutions, Equifax Information Services LLC and Experian Information Solutions Inc., any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Attached are LexisNexis' terms, conditions and permissible purpose statement that is now incorporated into the membership agreement as Exhibit E.

Please sign below confirming you have received, read, and agree to these changes.

Signature

Title

Printed Name

Date

Once signed; please email to cca@credittechnologies.com or fax to 1-800-473-7409

Addendum D

(LexisNexis® Risk Solutions)

In contracting for the services under this Agreement, Customer is a “User” of “Consumer Reports” as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User’s business is Mortgage Qualifications and Lending.
2. User orders Consumer Reports Credit Technologies for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

For the extension and/or review of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).

SECTION B: TERMS & CONDITIONS

1. RESTRICTED LICENSE. Credit Technologies hereby grants to Customer a restricted license to use the Credit Technologies Services and any data contained therein, subject to the restrictions and limitations set forth below:

- (i) Generally. Credit Technologies hereby grants to Customer a restricted license to use the Credit Technologies Services solely for Customer’s own internal business purposes. Customer represents and warrants that all of Customer’s use of the Credit Technologies Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the Credit Technologies Services for marketing purposes, resell, or broker the Credit Technologies Services to any third party and shall not use the Credit Technologies Services for personal (non-business) purposes. Customer shall not use the Credit Technologies Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if Credit Technologies determines or reasonably suspects that continued provision of Credit Technologies Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the Credit Technologies Services for personal (non-business) purposes or using the Credit Technologies Services’ information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, Credit Technologies may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Credit Technologies Services. Customer shall not access the Credit Technologies Services from Internet Protocol addresses located outside of the United States and its territories without Credit Technologies’ prior written approval. Customer may not use the Credit Technologies Services to create a competing product. Customer shall comply with all laws, regulations and rules, which govern the use of the Credit Technologies Services and information provided therein. Credit Technologies may at any time mask or cease to provide Customer access to any Credit Technologies Services or portions thereof, which Credit Technologies may deem, in Credit Technologies’ sole discretion, to be sensitive or restricted information.
- (ii) GLBA Data. Some of the information contained in the Credit Technologies Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the “GLBA”), and is regulated by the GLBA (“GLBA Data”). Customer shall not obtain and/or use GLBA Data through the Credit Technologies Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Credit Technologies Services and will recertify upon request by Credit Technologies. Customer certifies with respect to GLBA Data received through the Credit Technologies Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
- (iii) DPPA Data. Some of the information contained in the Credit Technologies Services is “personal information,” as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the “DPPA”), and is regulated by the DPPA (“DPPA Data”). Customer shall not obtain and/or use DPPA Data through the Credit Technologies Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Credit Technologies Services and will recertify upon request by Credit Technologies.
- (iv) Social Security and Driver’s License Numbers. Credit Technologies may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by Credit Technologies to receive QA Data, and Customer obtains QA Data through the Credit Technologies Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by Credit Technologies’ policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit QA Data

- (iv) Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by Credit Technologies. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without Credit Technologies' prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. Credit Technologies may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.
- (v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Credit Technologies Services.
- (vi) National Change of Address Database. Credit Technologies is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the Credit Technologies Services, Customer hereby certifies to Credit Technologies that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to Credit Technologies the NCOA Processing Acknowledgment Form.
- (vii) Additional Terms. Certain materials contained within the Credit Technologies Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the Credit Technologies Services, Customer agrees to comply with the General Terms and Conditions for Use of Credit Technologies Services contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.
- (viii) Fair Credit Reporting Act Obligations. Customer certifies that when using the Credit Technologies Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that:
 - (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and
 - (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Credit Technologies Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in this Agreement. Customer acknowledges that Credit Technologies has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.
- (ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from Credit Technologies, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - (a) Customer shall not use any MVR Data provided by Credit Technologies, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
 - (b) As requested by Credit Technologies, Customer shall complete any state forms that Credit Technologies is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
 - (c) Credit Technologies (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.
- (x) American Board of Medical Specialties ("ABMS") Data. If Customer is permitted to access ABMS Data from Credit Technologies, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.
- (xi) HIPAA. Customer represents and warrants that Customer will not provide Credit Technologies with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.
- (xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(iii) and 1(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Economic Sanctions Laws. Customer acknowledges that Credit Technologies is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to Credit Technologies Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action, which would place Credit Technologies in a position of non-compliance with any such economic sanctions laws

2. **SECURITY.** Customer acknowledges that the information available through the Credit Technologies Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall:

- (a) restrict access to Credit Technologies Services to those employees who have a need to know as part of their official duties;
- (b) ensure that none of its employees shall:
 - (i) obtain and/or use any information from the Credit Technologies Services for personal reasons,
 - (ii) transfer any information received through the Credit Technologies Services to any party except as permitted hereunder;
- (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "UserIDs") confidential and prohibit the sharing of UserIDs;
- (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination;
- (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Credit Technologies Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity;
- (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Credit Technologies Services as it is being disposed;
- (g) unless otherwise required by law, purge all information received through the Credit Technologies Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt;
- (h) be capable of receiving the Credit Technologies Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Credit Technologies;
- (i) not access and/or use the Credit Technologies Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Credit Technologies ; and
- (j) take all steps to protect their networks and computer environments, or those used to access the Credit Technologies Services, from compromise.

Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the Credit Technologies Services and will immediately notify Credit Technologies, in writing to the Credit Technologies if Customer suspects, has reason to believe or confirms that a User ID or the Credit Technologies Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse Credit Technologies for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Credit Technologies Services, or any actions required as a result thereof. Furthermore, in the event that the Credit Technologies Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Credit Technologies' reasonable discretion. Customer agrees that such notification shall not reference Credit Technologies or the product through which the data was provided, nor shall Credit Technologies be otherwise identified or referenced in connection with the Security Event, without Credit Technologies' express written consent. Customer shall be solely responsible for any other legal or regulatory obligations, which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Credit Technologies, shall indemnify Credit Technologies from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Credit Technologies for review and approval prior to distribution. In the event of a Security Event, Credit Technologies may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

3. **PERFORMANCE.** Credit Technologies will use commercially reasonable efforts to deliver the Credit Technologies Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Credit Technologies Services; provided, however, that Customer accepts all information "AS IS." Customer acknowledges and agrees that Credit Technologies obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Credit Technologies for the accuracy or completeness of information supplied through the Credit Technologies Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Credit Technologies Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Credit Technologies Services, which may be otherwise available. Credit Technologies reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Credit Technologies Services. In the event that Credit Technologies discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, Credit Technologies will, at Customer's option, issue a prorated credit to Customer's account.
4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Credit Technologies Services' information, programs or computer applications. Customer acknowledges that Credit Technologies (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Credit Technologies Services and the data and information that they provide. Customer shall use such materials in a manner consistent with Credit Technologies' interests and the terms and conditions herein, and shall notify Credit Technologies of any threatened or actual infringement of Credit Technologies' rights. Notwithstanding anything in this Agreement to the contrary, Credit Technologies or Credit Technologies' s data provider shall own Customer's search inquiry data used to access the Credit Technologies Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Customer and Credit Technologies acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Credit Technologies' information, product information, pricing information, product development plans, forecasts, data contained in Credit Technologies Services, and other business information ("Confidential Information"). Confidential Information shall not include information that:
- (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public;
 - (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party;
 - (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or
 - (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information.
- "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
5. **WARRANTIES/LIMITATION OF LIABILITY.** Neither Credit Technologies, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, Credit Technologies, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "Credit Technologies") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Credit Technologies Services) for any loss or injury arising out of or caused in whole or in part by Credit Technologies' acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Credit Technologies Services. If, notwithstanding the foregoing, liability can be imposed on Credit Technologies then Customer agrees that Credit Technologies' s aggregate liability for any and all losses or injuries arising out of any act or omission of Credit Technologies in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue Credit Technologies for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Credit Technologies.

Credit Technologies does not make and hereby Technologies Services or information provided therein. In no event shall Credit Technologies be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in Credit Technologies Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Credit Technologies Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

6. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless Credit Technologies from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to:
- (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through Credit Technologies;
 - (b) breach of any terms, conditions, representations or certifications in this Agreement; and
 - (c) any Security Event. Credit Technologies hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the Credit Technologies Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following:
 - (i) Customer must promptly give written notice of any claim to Credit Technologies;
 - (ii) Customer must provide any assistance which Credit Technologies may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by Credit Technologies); and
 - (iii) Credit Technologies has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.
- Notwithstanding the foregoing, Credit Technologies will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from:
- (1) Customer's misuse of the Credit Technologies Services;
 - (2) Customer's failure to use any corrections made available by Credit Technologies ;
 - (3) Customer's use of the Credit Technologies Services in combination with any product or information not provided or authorized in writing by Credit Technologies; or
 - (4) any information, direction, specification or materials provided by Customer or any third-party.
- If an injunction or order is issued restricting the use or distribution of any part of the Credit Technologies Services, or if Credit Technologies determines that any part of the Credit Technologies Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, Credit Technologies may in its sole discretion and at its option:
- (a) procure for Customer the right to continue using the Credit Technologies Services;
 - (b) replace or modify the Credit Technologies Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the Credit Technologies Services; or
 - (c) terminate this Agreement and refund any fees relating to the future use of the Credit Technologies Services. The foregoing remedies constitute Customer's sole and exclusive remedies and Credit Technologies' entire liability with respect to infringement claims or actions.
7. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and Credit Technologies' obligations under its contracts with its data providers and Credit Technologies' internal policies, Credit Technologies may conduct periodic reviews of Customer's use of the Credit Technologies Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Credit Technologies Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Credit Technologies will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Credit Technologies Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.
8. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and Credit Technologies Services; payment for the Credit Technologies Services; audit; Credit Technologies' use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the Credit Technologies Services.
9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to Credit Technologies Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to Credit Technologies Services no less than annually. Customer shall keep records of such training.
10. **ATTORNEYS' FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.

11. **TAXES.** The charges for all Credit Technologies Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.
12. **CUSTOMERCHANGES/CREDITREPORT.** Customer acknowledges and understands that Credit Technologies will only allow Customer access to the Credit Technologies Services if Customer's credentials can be verified in accordance with Credit Technologies' internal credentialing procedures. Customer shall notify Credit Technologies immediately of any changes to the information on Customer's Application for the Credit Technologies Services, and, if at any time Customer no longer meets Credit Technologies' criteria for providing such service; Credit Technologies may terminate this Agreement. Customer is required to promptly notify Credit Technologies of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.
13. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.
14. **CHANGE IN AGREEMENT.** By receipt of the Credit Technologies Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as Credit Technologies shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. Credit Technologies may, at any time, impose restrictions and/or prohibitions on the Customer's use of the Credit Technologies Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in Credit Technologies policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Credit Technologies of such restrictions, Customer agrees to comply with such restrictions.
15. **PUBLICITY.** Customer will not name Credit Technologies or refer to its use of the Credit Technologies Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding Credit Technologies or Customer's use of the Credit Technologies Services.
16. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.
17. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: Credit Technologies has adopted the "Credit Technologies Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at: <http://credittechnologies.com/>.
18. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the Credit Technologies Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the Credit Technologies Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or Credit Technologies, specifically and expressly reject confirmations issued by the Customer, unless Credit Technologies agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.
19. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.