



Service Agreement

This Agreement is between CSC Credit Services, Inc. ("CSCCS"), and the undersigned Client ("Client"). This Agreement is for information from the nationwide credit reporting database operated by Equifax Information Services LLC ("Equifax"), or from other sources, and covers all information from CSCCS unless another agreement between CSCCS and Client specifically states otherwise.

1. Client certifies it will request and obtain information only as allowed by the Fair Credit Reporting Act, as amended ("FCRA"), and this Agreement. Client certifies that it will access consumer credit information from CSCCS for the following specific permissible purposes and for no other purpose (Initial all that apply):

AD In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer. Client will not use these reports for employment purposes.

For employment purposes. Client will use Persona reports only for employment purposes, and will not access any other credit information for employment purposes. Client will not order or use a Persona report to determine eligibility for credit or insurance or in connection with the collection of a debt. Client certifies that it will make the disclosures and meet the conditions required by the Fair Credit Reporting Act, as amended ("FCRA"), to the subject of each Persona report it accesses, and that information from the report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation. If Client takes any adverse action based on any information from a Persona report, Client will verify that information through another source.

In connection with the underwriting of insurance involving the consumer. Client will not access credit reports in connection with any insurance purpose other than underwriting. Client will not access credit reports on any consumer after the consumer has filed a claim for proceeds of any insurance policy.

BMC In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Client must be a governmental instrumentality or acting as an agent for a governmental instrumentality.

In connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation. Client must be a potential investor in, potential servicer of, or a current insurer of an existing credit obligation.

In connection with a business transaction involving the consumer. CSCCS will not accept this Agreement unless an explanation of the business transaction is attached.

In connection with the establishment of an individual's capacity to make child support payments or determining the appropriate level of such payments. Client must be the head of a state or local child support enforcement agency or authorized by the head of such an agency. Client certifies that it will make the disclosures and meet the conditions required by the FCRA to the subject of each report it accesses, and that information from the report will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

Client is a non-credit granting government agency and certifies that it will request and receive identifying information, limited to name, address, former addresses, places of employment, or former places of employment.

Mortgage Reports. Client certifies that it will obtain credit reports only in connection with a credit transaction involving the consumer on whom the information is furnished. Client will request information for preparing mortgage credit reports only.

CALIFORNIA LAW CERTIFICATION

2. Client certifies it will comply with all applicable provisions of the California Credit Reporting Agencies Act. **(Please initial the appropriate line below)**

PNF Client is not a retail seller as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and does not issue credit to consumers who appear in person on the basis of applications for credit submitted in person in California ("Point of Sale").

_____ Client is a Retail Seller and does issue credit to consumers who appear at the Point of Sale in California.

- a. If Client is Retail Seller, Client also certifies that, in compliance with Section 1785.14(a)(2) of the California Civil Code, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.
- b. If Client is a Retail Seller, Client agrees to request from CSCCS and use a separate member number for processing consumer report inquiries that result from in-person credit applications at the Point of Sale, with the understanding that all inquiries using this new member number will require that Client supply the applicant's complete name, address and Social Security number.
- c. Client acknowledges that it has received notification of the amendments to the California law resulting from the passage of A.B. 156, including provisions regarding Client's inspection of the photo identification of each consumer who applies for in-person credit (Section 1785.14(a)(2)), mailing extensions of credit to consumers at specified addresses (Section 1785.14(a)(3)), taking special actions regarding a consumer's presentment of a police report regarding fraud (Section 1785.16), acknowledging consumer demands for reinvestigations within certain time frames (Section 1785.30), and criminalization of the theft of identity information (Penal Code Section 530.5).
- d. Client agrees that if, in the future, it begins to issue credit to consumers who appear at the Point of Sale in California, it will notify CSCCS prior to accessing consumer credit reports regarding such consumers. Notice to CSCCS should be directed to: CSC Credit Services, Inc., Client Services Department, 652 North Sam Houston Parkway East, Suite 300, Houston, Texas 77060.

VERMONT CERTIFICATION

3. Client certifies that it will comply with applicable provisions under Vermont law if it accesses consumer credit reports on Vermont residents. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules were received from CSCCS, as referenced on Exhibit A. **(Please sign and return the certification found in Exhibit A attached).**

GENERAL PROVISIONS

4. If Client is an attorney or law firm, Client agrees (a) to treat consumer DTEC reports as consumer reports as defined by the FCRA, (b) to order and use DTEC reports only in connection with the collection of an account or for the purpose of determining whether a prospective customer will pay the fee, (c) that such reports will be used for no other purpose, and (d) to make and keep a DTEC Certification Form as provided by CSCCS for each consumer DTEC report obtained.

5. Client will request information for Client's exclusive use only, and will keep all information received in strict confidence except as required by law. Client may, however, provide the subject of the report with a copy of the report or otherwise disclose the contents of the report to the subject. Client will not resell the reports to anyone, including the consumer who is the subject of the report. Client agrees to notify consumers of adverse action and make the disclosures required by the FCRA. Client's employees may not attempt to obtain reports on themselves, associates, or others except in the exercise of their official duties. Client agrees to use reasonable efforts to use the following identifiers when requesting information: full last and first name, middle initial, full current street address and zip code, year of birth, any generational designation, and Social Security number.

6. Client agrees to take all necessary measures to prevent unauthorized access to and disclosure of information. Client will establish and enforce policies allowing access to information only as permitted by the FCRA and this Agreement. At a minimum, Client agrees to follow CSCCS's Fraud and Security Policy (attached as Exhibit B) including but not limited to measures to prevent unauthorized access to information through Client's assigned number, access codes and any equipment owned or kept by Client through which the credit reporting database may be accessed. With reasonable notice, CSCCS may alter its Fraud and Security Policy. Client agrees to indemnify and hold CSCCS harmless from any expense or damage arising or resulting from improper access to or disclosure of information obtained through CSCCS.

7. Client acknowledges that CSCCS secures information from third party sources and that, for the price of the information, CSCCS cannot guarantee its accuracy. CLIENT RELEASES CSCCS AND ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING ANY SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF CSCCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE ACCURACY OF THE INFORMATION, CLIENT'S USE OF THE INFORMATION, OR THE INTERRUPTION OR LOSS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

8. Client will furnish all appropriate data that it believes may have been used for fraudulent purposes to Equifax for inclusion in Equifax's SAFESCAN System. Appropriate data will include, but is not limited to, consumer names, aliases, Social Security numbers, addresses (current and former) and telephone numbers (business and residential). Client also agrees to furnish the addresses of known mail-receiving services and prisons. Client agrees to make no credit granting, insurance, or employment decisions based on a SAFESCAN message alone. Client understands that the information supplied by Equifax's SAFESCAN system may or may not apply to the consumer who has made the application and that a SAFESCAN message is merely an indication that Client should thoroughly verify application information before making a decision.

9. Client agrees that, if it should ever request, use or receive from CSCCS credit information that includes information from a credit reporting database other than the Equifax database ("Merged File"), and it takes adverse action against a consumer as a result of information contained in a Merged File, it will list all databases used on its adverse action notice, regardless of whether information from each database is a factor in the adverse decision.

10. Client agrees to pay CSCCS within thirty (30) days of the date of each CSCCS invoice.

- a. Notwithstanding anything contrary contained in this Agreement, fees quoted for services received under this Agreement do not include sales, use, excise, personal property, or any other taxes of such nature. In the event such taxes are levied, Client will pay them, and CSCCS may separately invoice them.
- b. CSCCS may assess a late charge of 1½% per month or the highest rate allowed by law, whichever is less, on overdue accounts.
- c. Client agrees to pay, if applicable, a nonrefundable administrative fee for setup and to maintain minimum monthly usage of credit reports or pay monthly charges, or both, as periodically set by CSCCS. Client agrees to pay a deposit as specified in a letter agreement to be executed with this Agreement, to be refunded without interest after service has been discontinued and Client's account has been fully reconciled. CSCCS may deduct any unpaid charges from the deposit before refunding to Client.
- d. In addition, in the event that CSCCS's cost of rendering service increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, CSCCS, at its option may, upon thirty (30) days prior written notice to Client, increase the fees charged to Client hereunder. Because of Colorado state law, reports requested on Colorado residents shall be subject to a surcharge in addition to the per unit price quoted. Because of costs associated with the federal Fair and Accurate Credit Transactions Act, all reports will be subject to a regulatory recovery fee in addition to the price quoted.

11. CSCCS may request Client to provide information showing its compliance with the FCRA and this Agreement. Such requests ("Permissible Purpose Audits") will be reasonable in scope and will allow Client a reasonable response time. Permissible Purpose Audits are normally conducted by mail. Among other requests, CSCCS will ask Client to provide proof, such as a copy of a credit application, that Client had a permissible purpose to access particular consumers' credit files.

12. Either party may terminate this Agreement without cause upon thirty (30) days' written notice. However, CSCCS may immediately terminate service, without prior notice, if Client breaches any term of this Agreement, including but not limited to: (a) failure to pay amounts when due; (b) violation of the FCRA or any state or local law governing credit reporting; or (c) refusal to fully cooperate with CSCCS in allowing access to necessary records for a Permissible Purpose Audit pursuant to Section 11 of this Agreement. Any supplements or pricing addenda to this Agreement will terminate when this Agreement terminates.

13. Client agrees to follow all applicable laws relating to its access to and use of credit information. Client understands that requesting reports for purposes other than those allowed under the FCRA may create a civil cause of action against Client. Client also understands that the criminal penalties under the FCRA for improper access to credit information include fines and imprisonment.

14. Client will address any written notice to CSCCS required by this Agreement to Corporate Secretary, CSC Credit Services, Inc., 652 N. Sam Houston Parkway E., Suite 400, Houston, Texas 77060 or another address designated in writing by CSCCS to Client. CSCCS will address any written notice to Client required by this Agreement to Client's address at the end of this Agreement or another address designated in writing by Client to CSCCS.

15. This Agreement and any supplements and letter agreements executed by the parties supersede all prior agreements relating to the subject matter of this Agreement, and constitute the entire agreement between Client and CSCCS. There are no written or oral understandings that are not fully expressed in this Agreement, any supplements, and letter agreements. Letter agreements may not conflict with this Agreement and may address only pricing, administrative fee, minimum monthly usage, minimum monthly charges, deposit, lease charges and lease term. Pricing, minimum monthly usage, minimum monthly charges, and deposit will be subject to change by CSCCS on thirty (30) days' written notice unless otherwise specified in a Letter Agreement. No changes may be made to this Agreement except in writing by the president or a vice president of CSCCS.

16. The undersigned Client representative is authorized to make this Agreement.

17. Client may not assign this Agreement. CSCCS may, with written notice, assign this Agreement. This Agreement is effective when CSCCS accepts it.

INFORMATION FURNISHER

18. Client may, at its option, agree to prepare and furnish to CSCCS or its designee, on a non-exclusive basis and at no charge, accounts receivable data (hereinafter referred to as "Client Account Information"). CSCCS is not obligated by this agreement to accept Client's Account Information. If Client chooses this option, Client agrees:

- a. to follow all applicable federal, state and local laws regarding the reporting and verification of information, including the FCRA as amended;
- b. to prepare and furnish Client Account Information in a mutually agreeable format, including payment history information in the Metro 2 Consumer Reporting Format;
- c. to use reasonable efforts to provide accurate and complete information;
- d. to use reasonable efforts to use the following identifiers when reporting information:
 - i. full last and first name and middle initial;
 - ii. full current street address and zip code;
 - iii. year of birth;
 - iv. any generational designation; and
 - v. Social Security number;
- e. that CSCCS may incorporate Client's Account Information into any computerized consumer credit reporting system;
- f. that Client Account Information, once incorporated, will be the property of CSCCS and will be referred to herein as "Incorporated Client Account Information";
- g. to notify CSCCS promptly when it discovers that any information it provided under this Agreement is inaccurate;
- h. that Client will be liable for any loss or damage incurred by CSCCS as a result of Client knowingly supplying inaccurate Client Account Information to CSCCS or as a result of CSCCS supplying such information to any other person; and
- i. to update all Client Account Information at least quarterly, if Client reports manually.

19. CSCCS and Client agree that they are subject to and will comply with certain federal laws, including but not limited to the Gramm-Leach-Bliley Act ("GLB") and the Fair Credit Reporting Act ("FCRA"). CSCCS, as a financial institution and a consumer reporting agency, adheres to the privacy tenets of the GLB and the FCRA. CSCCS will treat Client's Unincorporated Account Data as required by the GLB's Safeguard Rule as it applies to Service Providers. Once incorporated into CSCCS's consumer credit reporting database, CSCCS will treat Incorporated Account Data as its own data, which is governed directly by the GLB's requirements applying to Financial Institutions.

20. As a Financial Institution, CSCCS complies with the Safeguard Rule promulgated by the Federal Trade Commission. 16 CFR part 314. CSCCS will allow access to Incorporated Consumer Information only as permitted under the FCRA and, where applicable, the GLB.

21. For both Unincorporated Client Account Data and Incorporated Account Data, CSCCS will maintain appropriate measures designed to:

- a. ensure the security and confidentiality of the Information;
- b. protect against any anticipated threats or hazards to the security or integrity of the Information; and
- c. protect against unauthorized access to or use of the Information that could result in substantial harm or inconvenience to any Client customer.

22. In order to perform its obligations under section 21. above, CSCCS agrees to:

- a. Designate an employee or employees to coordinate its information security program;
- b. Identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the Information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment should include consideration of risks in each relevant area of CSCCS's operations, including (x) Employee training and management, (y) Information systems, including network and software design, as well as information processing, storage transmission and disposal, and (z) Detecting, preventing and responding to attacks, intrusions, or other systems failures.
- c. Design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems and procedures.

23. CSCCS agrees to comply with Client's reasonable efforts to verify compliance with Sections 19-25 of this Agreement.

24. In the event that CSCCS becomes aware of any unauthorized access to Client's Unincorporated Account Data, CSCCS will take appropriate actions to address such unauthorized access. Further, in order to enable Client to expeditiously implement its response program, CSCCS agrees to notify Client of any known unauthorized access to Client's Unincorporated Information. CSCCS will take appropriate actions to address unauthorized access to Incorporated Account Data.

25. CSCCS agrees to properly dispose of Client's Account Data by taking reasonable measures to protect against unauthorized access to or misuse of the information in connection with its disposal.

RISK SCORING MODELS

26. Client agrees to all the terms in paragraphs 26 through 31 if Client should ever request, use or receive DAS, BEACON, or any other consumer prediction score available from CSCCS and Equifax.

27. BEACON and DAS are Risk Scoring Models ("Risk Scores") applied by Equifax, which periodically establishes the prices for those services. BEACON was developed by The Fair Isaac Companies. BEACON and DAS are point scorable prediction models computed using consumer credit information in Equifax's automated consumer reporting system, and designed to predict the risk that an individual will not pay his or her accounts as agreed (BEACON), and that an individual will file bankruptcy (DAS). CSCCS will also provide Client up to four of the factors contributing to the Risk Score.

28. Client agrees to request Risk Scores only for its own use, and further agrees that all Risk Score information will be kept in strict confidence, except as allowed by law. Client agrees to hold Equifax, CSCCS, The Fair Isaac Companies and

their agents and employees harmless from any expense or damage arising or resulting from the publication or other disclosure of the Risk Scores by Client or Client's employees or agents contrary to this Agreement.

29. Equifax and CSCCS reasonably believe:
 - a. that BEACON, DAS, and all other consumer prediction scores available from CSCCS and Equifax, subject to validation by Client on its own records, are intended to be "empirically derived, demonstrably and statistically sound credit scoring systems" as defined in Regulation B, 12 C.F.R. pt. 202 ("Reg. B"), promulgated by the United States Federal Reserve Board pursuant to the Equal Credit Opportunity Act;
 - b. that neither BEACON, DAS nor any other consumer prediction score available from CSCCS and Equifax, use a "prohibited basis," as such term is defined and permitted in Reg. B; and
 - c. that the method used for generating the principal factors contributing to the Risk Scores complies with Reg. B.
30. Client acknowledges that it is responsible for meeting the requirements of the Equal Credit Opportunity Act and Reg. B. Client understands that it is required by Reg. B to validate the Risk Scores and information on its own applicants and customers. If Client determines that Risk Scores or other information cannot be validated for its own applicants and customers, it will immediately cease using and requesting Risk Scores and notify Equifax and CSCCS.
31. Client acknowledges that the Risk Scores only represent an opinion and are not guaranteed to be accurate predictors for Client's applicants and customers. Client understands that the Risk Score is only one of many items of information it can use in connection with its review and decision regarding an applicant or customer. Client releases Equifax, CSCCS, The Fair Isaac Companies, their officers, employees, agents, sister and affiliated companies and any third party contractors and suppliers from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Client as a result of any failure of the Risk Scores to accurately predict the credit worthiness of any of Customer's applicants and clients. In the event the Risk Scores were not correctly applied by Equifax to the credit file, the credit file will be reprocessed at no additional charge.

GEOCODE INFORMATION

32. Client agrees to all the terms in paragraphs 32 through 34 if Client should ever request use, or receive GeoCode Information from CSCCS.
33. GeoCode Information is provided only to aid Client in complying with certain legal requirements and in marketing efforts. CSCCS assumes no responsibility for any use of the GeoCode Information by Client. Client assumes all responsibility for complying with all legal requirements for which GeoCode Information may be used. Client agrees and acknowledges that the GeoCode Information provided under this Agreement is not provided to aid Client in determining whether to grant credit.
34. Client will indemnify, defend and hold harmless CSCCS from all liability, loss, costs, claims, expenses, demands and fees, including reasonable attorneys' fees, arising out of Client's use of the GeoCode Information provided under this Agreement.

FLOOD ZONE DETERMINATIONS

35. If Client should ever request, use or receive Flood Zone Determinations under the terms of this Agreement, Client agrees to all the terms in paragraphs 35 through 40.
36. Flood Zone Determinations ("FZDs") are based on: (1) the current and available Flood Insurance Rate Map ("FIRM") data as published by, or for, the Federal Emergency Management Agency ("FEMA"); (2) other data and information as deemed pertinent and practical by the Company issuing the FZD ("Issuer"); and (3) the subject property information provided by Client. The term FZD includes the following services:
 - a. Loan Determination Service--A flood zone assessment and Certification for improved real property that is intended to secure an extension of credit, which is requested prior to, or as of, such extension of credit.
 - b. Recertification Service--A flood zone assessment and Certification requested after the Loan Determination Service has been provided for the subject property due to the intended extension, increase or renewal of the original loan, or due to additional information supplied by the borrower (same subject property, borrower and loan number).

- c. Life of Loan Service--A flood zone assessment and Certification for improved real property. After the initial assessment and Certification, whenever the applicable FEMA map panel is revised and generally available to Issuer, Issuer will, within sixty (60) days thereof, again perform an assessment and, in the event of a change in designation of the flood zone in which the subject improved property is located, issue a new Certification. This Service benefits current and subsequent creditors in interest, and terminates as of the date the loan is paid or otherwise terminates.

37. Client agrees and acknowledges that the FZDs provided under this Agreement are exclusively for the benefit of Client and its borrower, and are provided solely to aid Client and its borrower in determining whether to purchase flood insurance. Client acknowledges that the FZDs provided under this Agreement are not issued to aid Client or borrower in determining whether to finance or purchase property. In the case of Life of Loan Service, the Client's benefit will inure to the heirs and assignees of the applicable loan only after CSCCS receives notice of assignment. All benefits will terminate when the applicable loan is paid or otherwise terminates.

38. In the event that Issuer incorrectly issues a certification on a property stating that the insurable improvements thereon are not located within a Special Flood Hazard Area, per the FEMA flood map effective at the date of certification, and uninsured flood loss occurs to such insurable improvements, Issuer will indemnify and hold Client and its borrower harmless from uninsured flood loss, but only to the extent that such parties would be compensated under a National Flood Insurance Protection ("NFIP") policy as if in effect up to the maximum amount available for such property. In the event that Issuer incorrectly issues a certification on a property stating that the insurable improvements thereon are in a Special Flood Hazard Area, per the FEMA flood map effective at the date of the certification, Issuer will reimburse the borrower for any nonmandatory NFIP insurance premiums that it paid for such property.

39. On loans covered by Life of Loan Service, (a) if the flood hazard status of property Issuer has certified changes from "not in" to "in" as a result of a FEMA flood map revision, and Issuer fails to notify Client within sixty (60) days of such change, and uninsured flood loss occurs to the insurable improvements on such property after such notification period expires and prior to notification by Issuer, Issuer will indemnify and hold Client and its borrower harmless from uninsured flood loss, but only to the extent that such parties would be compensated under an NFIP policy as if in effect up to the maximum amount available for such property; (b) if the flood hazard status of a property Issuer had certified changes from "in" to "not in", as a result of a FEMA flood map revision, and Issuer fails to notify the Client within sixty (60) days of such change, Issuer will reimburse the borrower for any nonmandatory NFIP insurance premiums that it paid for such property after Issuer's notification period expired; and (c) if the community participation status of a property Issuer has certified changes, making flood insurance for such property unavailable, and Issuer fails to notify the Client within sixty (60) days of the effective date of such change, and uninsured flood loss occurs to the insurable improvements thereon after the notification period expires and prior to notification by Issuer, Issuer will indemnify and hold Client and its borrower harmless from uninsured flood loss, but only to the extent that such parties would be compensated under an NFIP policy as if in effect up to the maximum amount available for such property. None of the obligations set forth in this paragraph will apply to any certifications that are not Life of Loan certification.

40. CLIENT AGREES TO NOTIFY CSCCS WITHIN SIXTY (60) DAYS IF SERVICING OF A LOAN COVERED BY LIFE OF LOAN SERVICE IS TRANSFERRED TO A SUBSEQUENT MORTGAGEE, OR IF THE LOAN IS SOLD, PAID OFF, DECLINED, OR CANCELED. FAILURE TO NOTIFY CSCCS WILL RELEASE CSCCS AND ISSUER OF ANY OBLIGATION TO PROVIDE SERVICES UNDER THE LIFE OF LOAN PROGRAM FOR THE APPLICABLE LOAN (S).

CENSUS TRACT INFORMATION

41. Client agrees to all the terms in paragraphs 41 through 43 if Client should ever request, use or receive Census Tract Information under this Agreement. Client acknowledges that the Census Tract Information provided under this Agreement is not provided for the purpose of aiding Client or borrower in determining whether to finance or purchase any property. CSCCS provides Census Tract Information to aid Client in complying with certain legal requirements. CSCCS assumes no responsibility for any use of the Census Tract Information by Client. Client assumes all responsibility for complying with all legal requirements for which Census Tract Information may be used.

42. CSCCS WILL NOT BE LIABLE FOR ANY SPECIAL OR EXEMPLARY DAMAGES OR FOR CONSEQUENTIAL DAMAGES RELATED TO THE PROVISION OF CENSUS TRACT INFORMATION INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF CSCCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

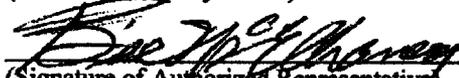
43. Client will indemnify, defend and hold harmless CSCCS from all liability, loss, costs, claims, expenses, demands and fees, including reasonable attorneys' fees, arising out of Client's negligent or intentional improper use of the Census Tract Information provided under this Agreement.

SOFTWARE LEASE

44. If Client should ever lease computer software from CSCCS for integration into the computerized reporting system to permit access to the information available under this Agreement, Client agrees to the terms in this paragraph and to those that will be contained in a letter agreement to be executed with this Agreement or at a later time. Client agrees to the terms of the Software License Agreement for the applicable software leased or purchased by Client. Any implied warranties including any warranties of merchantability or fitness for a particular purpose are limited to the term of the express warranties. CSCCS will not in any case be liable for special, incidental, consequential, indirect or other similar damages arising from any breach of these warranties, even if CSCCS has been advised of the possibility of such damages.

AGREED BY CLIENT:

Wise County
(Name of Company/Client)


(Signature of Authorized Representative)

Bill McElhaney County Judge
(Print name and title of Representative)

1101 W Rose Ave | PO Box 1509
(Street Address of Client)

Decatur, TX 76234
(City, State and Zip Code)

Sue Black 940-627-2002
(Name and number of Client Contact)

Date: 5-29-07

ACCEPTED BY: CSC CREDIT SERVICES, INC.

By: 

Jim Staples Director of Sales
(Print name and title)

Date: July 5, 2007

EXHIBIT A

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, Wise County ("Client"), acknowledges that it subscribes to receive various information services from CSC Credit Services, Inc. ("CSCCS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of CSCCS information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA § 2480e and applicable Vermont Rules were received from CSCCS.

Client: Wise County

Signed By: Bill McElhoney

Printed Name and Title: Bill McElhoney County Judge

Account Number: _____

Date: 5-29-07

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Sue Black

Title: Indigent Healthcare Director

Mailing Address: P.O. Box 1509 Decatur, TX, 76234

E-Mail Address: sue.black@co.wise.tx.us

Phone: 940-627-2002 Fax: 940-627-7521

Maintain a copy for your records and return original with Service Agreement.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person will not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies will adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section will be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g will obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g will obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g will be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent will not affect the validity of the earlier consent.

EXHIBIT B

FRAUD AND SECURITY POLICY

1. CSC Credit Services, Inc. ("CSCCS") will issue subscriber member number(s), security code(s), and (when applicable) telephone access number(s). Client must keep them strictly confidential. This requirement applies to any means through which Client orders or accesses CSCCS credit information including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Client will not order or access the credit information via the Internet without first obtaining CSCCS's written permission by executing an Internet Security Addendum.
2. For the purposes of this Policy, the term "Authorized User" means a Client employee that Client has authorized to order or access the credit information and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the credit information, and the information provided through same, including Client's FCRA and other obligations with respect to the access and use of consumer reports.
3. Client will:
 - (a) ensure that only Authorized Users can order or have access to the credit information,
 - (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement,
 - (c) ensure that all devices used by Client to order or access the Credit information are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and
 - (d) take all necessary measures to prevent unauthorized ordering of or access to the Credit information by any person other than an Authorized User for permissible purposes.

"All necessary measures" will include, without limitation, limiting the knowledge of the Client security codes, any telephone access number(s) CSCCS provides, and any passwords Client may use, to those individuals with a need to know, changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Credit information, or if Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware Client uses to order or access the Credit information. Client will monitor compliance with the obligations of this Policy, and will immediately notify CSCCS if Client suspects or knows of any unauthorized access or attempt to access the credit information. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity.
4. Client will not ship hardware or software between Client's locations or to third parties without deleting all CSCCS Client number(s), security codes, telephone access number(s) and Client user passwords. If Client uses a third party vendor to establish access to the Credit information, Client is responsible for the third party vendor's use of Client's member numbers, security access codes, or passwords, and Client will ensure the third party vendor safeguards Client's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Client under this Policy.
5. If CSCCS reasonably believes that Client has violated this Policy, CSCCS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Client's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures ("security audit") to the extent CSCCS reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Policy.

6. Client must maintain, and be able to share with CSCCS upon a permissible purpose audit, a current list of all Authorized Users. These individuals must be trained in compliance with the FCRA, the terms of Agreements between Client and CSCCS, and this Policy. Client must notify CSC Credit Services' Client Services Department each time an Authorized User leaves employment so that appropriate codes can be changed. Each Authorized User must be informed that credit reports are to be kept strictly confidential and that failure to comply with CSCCS's security procedures can result in termination of CSCCS's service. Client will inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment.
7. CSCCS reserves the right to conduct periodic permissible purpose audits upon reasonable notice and without significant disruption of Client's business operation. Client must always have a permissible purpose (as defined by the Fair Credit Reporting Act) to access credit information. Client must keep all documentation evidencing its permissible purpose on hand for at least two years and six months, regardless of whether credit was actually extended or accepted. Upon CSCCS's request in connection with a permissible purpose audit, Client will provide permissible purpose documentation.
8. CSCCS also reserves the right to terminate its service if it determines that Client have not complied with its audit requests or this Fraud Prevention Security Policy.
9. CSCCS reserves the right to terminate its service at any time if it suspects that credit reports are being improperly accessed or used.
10. In the event that a consumer notifies Client that he or she has been a victim of fraud, please instruct the consumer to call CSCCS's Consumer Fraud Assistance Department at 1-800-272-9281 for assistance.