

EXHIBIT 1-E to Client Agreement**ADDITIONAL TERMS RELATED TO FICO SCORE CREDIT SCORES**

WHEREAS, Provider is an authorized reseller of credit reports offered by the three nationwide credit reporting agencies (each a "Credit Bureau"); and

WHEREAS, the Credit Bureaus and Fair, Isaac Corporation ("Fair Isaac") offer a "FICO Score", consisting of the application of a risk model developed by Fair Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the Client contemplates entering into a credit relationship will result in a numerical score (the "Score" and collectively, "Scores"); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, Client and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is Client's purchase of Scores produced from the FICO Score from Provider.

B. Application. This Agreement applies to all uses of the FICO Score by Client during the term of this agreement.

C. Term. Subject to previously executed Credit Report (and Ancillaries) Services Agreement between Provider and Client.

2. FICO Scores

A. Generally. Upon request by Client during the Term, Provider will provide Client with the Scores.

B. Warranty. Provider reasonably believes that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further reasonably believes that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 et seq. or Regulation B promulgated thereunder. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client's rights under the foregoing warranties are expressly conditioned upon Client's periodic revalidation of the FICO Score in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.). FOR ANY BREACH OF THIS WARRANTY, CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND FAIR ISAAC'S AND THE CREDIT BUREAUS'S ENTIRE LIABILITY, SHALL BE RECALCULATION OF THE FICO SCORES THAT FORMED THE BASIS OF SUCH BREACH. FAIR ISAAC AND THE CREDIT BUREAUS 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.

IN NO EVENT SHALL CLIENT, THE CREDIT BUREAUS 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 AGREEMENT, 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 THE CREDIT BUREAUS'S VIOLATION OF CLIENT'S INTELLECTUAL PROPERTY RIGHTS NOR CLIENT'S VIOLATION OF THE CREDIT BUREAUS OR FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FAIR ISAAC SCORES IN VIOLATION OF THE TERMS OF THIS AGREEMENT). ADDITIONALLY, NEITHER THE CREDIT BUREAUS NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE CREDIT BUREAUS'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FAIR ISAAC SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

D. Release. Client hereby releases and holds harmless Provider, Fair Isaac and/or the Credit Bureaus and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair Isaac or the Credit Bureaus from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Client resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

3. Fees. The fees for such services are outlined in the previously executed Credit Report (and Ancillaries) Services Agreement between Provider and Client.

4. Intellectual Property

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

B. Client Use Limitations. By providing the Scores to Client pursuant to this Agreement, Provider grants to Client a limited license to use information contained in reports generated by the FICO Score solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), Client agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the Client, and (2) identifies the Credit Bureaus and Fair Isaac as express third party beneficiaries of such contract. Client agrees that it shall only request a FICO Score for one of the following purposes requested: (a) in connection with the review of an on-line consumer report it is obtaining from the Credit Bureaus; (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; or (d) for use as a selection criteria to deliver a list of names to Client, or Client's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit. Client 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 for which Client obtained the FICO Scores.

Client may also request that the Credit Bureaus provide FICO Scores that utilize archived, depersonalized, consumer report information ("Archive Scores") and the Credit Bureaus agrees to perform such processing as reasonably practicable. Client shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Client 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 Client'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 Client's portfolios. Client shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers.

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



consent.

5. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, Client will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term.

Client certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, and/or the Fair Credit Reporting Act, and (3) the Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the Client along with the Scores.

B. Confidentiality. Client will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. Client will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, Client will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of Client and while in transport between the parties. Client certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of the Credit Bureaus' and Fair Isaac's express written permission.

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

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, Client may disclose the Scores provided to Client under this Agreement (1) to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only, and (2) as clearly required by law.

6. Indemnification and Limitations

A. Indemnification of Provider, the Credit Bureaus and Fair Isaac. Client will indemnify, defend, and hold each of Provider, the Credit Bureaus and Fair Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Client of any obligations to be performed by Client under this Agreement, provided that the Credit Bureaus/Fair Isaac have given Client prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, THE CREDIT BUREAUS OR FAIR ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, THE CREDIT BUREAUS OR FAIR ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

7. Miscellaneous

A. Audit. Upon prior written notice, the Credit Bureaus and Fair Isaac shall have the right to audit Client to verify Client's compliance with this Agreement. Client shall accommodate the Credit Bureaus and Fair Isaac in connection with such audit. Such accommodation shall include, but not be limited to on-site inspection of Client's records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this Agreement. The Credit Bureaus and Client 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. Client 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.

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

C. Complete Agreement. Unless otherwise noted within this Agreement, and subject to the previously executed Credit Report (and Ancillaries) Services Agreement between Provider and Client, this Agreement sets forth the entire understanding of Client and Provider with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto.