

TENANT SCREENING CENTER, INC.

CREDIT SCORING SERVICES AGREEMENT

This Credit Scoring Services Agreement, ("Agreement"), Dated: _____ ,

Between _____ and Tenant Screening Center, Inc

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. ("Experian") and

WHEREAS, Experian and Fair, Isaac Corporation ("Fair, Isaac") offer the "Experian/fair, Isaac Model", consisting of the application of a risk model developed by Experian and Fair, Isaac which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User 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, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is Subscriber's purchase of certain credit scoring services know as the "Experian/Fair, Isaac Model" from Tenant Screening Center, Inc.

B. Application. This Agreement applies to all uses of the Experian/Fair, Isaac Model by Subscriber during the Term (as defined below).

C. Meaning of Experian/Fair, Isaac Model.

For purposes of this Agreement, the term "Experian/Fair, Isaac Model" means application of a risk model developed by Experian and Fair, Isaac and Company which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom Subscriber has a credit relationship or with whom Subscriber contemplates entering into a credit relationship will result in a numerical score; the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

D. Term. The term of this Agreement (the "Term") is the period consisting of the Initial Term and, if this Agreement is renewed, the Renewal Term(s), as follows:

(1) Initial Term. The "Initial Term" is the period beginning at 12:01 a.m. on the date written above and ending at 11:59 p.m. on the day before the first anniversary of that date.

(2) Renewal Term(s). Unless one or both of the parties delivers written notice of such party's (parties') intent not to renew no later than thirty

(30) Days before the end of the Initial Term, this Agreement will renew automatically and without

Further action by either party for an additional one-year period (a "Renewal Term"). Thereafter, this Agreement will continue to renew automatically unless and until either party delivers nonrenewal notice no later than thirty (30) Days before the end of a Renewal Term. This Agreement will terminate without further action by either of the parties in the event Subscriber discontinues use of the Experian/Fair, Isaac Model from Tenant Screening Center, Inc.

2. Experian/Fair, Isaac Model

A. Generally. Upon request by Subscriber during the Term, Tenant Screening Center, Inc. will provide Subscriber with the Experian/Fair, Isaac Model scores.

B. Time of Performance. Tenant Screening Center, Inc. will use commercially reasonable efforts to provide the Experian/Fair Isaac Model as expeditiously as possible and in a timely manner; provided, however, Tenant Screening Center, Inc. will have no liability to Subscriber hereunder for delays in providing such Experian/Fair, Isaac Model scores.

C. Warranty. Tenant Screening Center, Inc. warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by Subscriber to rank consumers in the order of unsatisfactory payment such consumers might present to Subscriber. Tenant Screening Center, Inc. further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES AMERICAN DATANET HAS GIVEN SUBSCRIBER WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AMERICAN DATANET MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber's rights under the foregoing Warranty are expressly conditioned upon Subscriber's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).**3. Fees**

A. Generally. In consideration of Tenant Screening Center, Inc. performance of the Experian/Fair, Isaac Model, and Subscriber will pay Tenant Screening Center, Inc fees (the "Fees") as agreed upon in writing by Subscriber and Tenant Screening Center, Inc from time to time.

B. Method of Payment. Periodically during the Term, Tenant Screening Center, Inc will deliver to Subscriber invoices reflecting Fees for which Subscriber is responsible hereunder. Subscriber will pay Tenant Screening Center, Inc the amounts indicated on such invoices DUE ON RECEIPT. Subscriber's obligation to pay Fees shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, set off, counterclaim, recoupment, defense (other than the defense of payment itself) or other right Subscriber may have or allege to have against Tenant Screening Center, Inc for any reason whatsoever. If Subscriber does not pay any undisputed portion of invoiced Fees within the terms described above, then Subscriber will also pay interest on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less.

4. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant Subscriber any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Tenant Screening Center, Inc or any third party involved in the delivery of the Experian/Fair, Isaac Model.

B. Subscriber Use Limitations. By providing the Experian/Fair, Isaac Model to Subscriber pursuant to this Agreement, Tenant Screening Center, Inc grants to Subscriber a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties.

C. Proprietary Designations. Neither party will use, or permit their respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of the other party, the other party's affiliates or any third party involved in the provision of the Experian/Fair, Isaac Model, 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, both parties 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.

B. Confidentiality. Each party will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. Both parties will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of their respective 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, each party 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 either party and while in transport between the parties.

C. Proprietary Criteria. Under no circumstances will Subscriber attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Tenant Screening Center, Inc in delivering the Experian/Fair, Isaac Model.

6. Indemnification and Limitations

A. Indemnification of Tenant Screening Center, Inc

Subscriber will indemnify, defend, and hold Tenant Screening Center, Inc 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 Subscriber of any obligations to be performed by Subscriber under this Agreement, *provided that* Tenant Screening Center, Inc has given Subscriber prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Indemnification of Subscriber. Tenant Screening Center, Inc will indemnify, defend, and hold Subscriber 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 Tenant Screening Center, Inc under this Agreement, *provided that* Subscriber has given Tenant Screening Center, Inc prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

C. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TENANT SCREENING CENTER, INC TO SUBSCRIBER EXCEED THE FEES PAID BY SUBSCRIBER PURSUANT TO SECTION 3.A DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUBSCRIBER'S CLAIM.

7. Miscellaneous

A. Amendments. This Agreement may be amended at any time, buy only by written agreement, which refers expressly to this Agreement and is signed by both parties.

B. Termination and Cancellation. This Agreement may be terminated by mutual Agreement at any time, but only by a written agreement, which refers expressly to this Agreement and is signed by both parties. This Agreement shall terminate automatically in the event the Subscriber Agreement entered in between Tenant Screening Center, Inc and Subscriber terminated or canceled for any reason. The Agreement may be canceled for any reason. This agreement may be canceled unilaterally the either party, but only if and when (1) the other party has reached a material obligation under this Agreement, (2) the party desiring to terminate has delivered to the breaching party a written demand that the breaching party cure the breach, (3) the breaching

party has failed to cure such breach within thirty (30) days after receipt of the demand, and (4) the party desiring to terminate then delivers to the breaching party written notice of cancellation.

C. Waivers. Either party may at any time waive compliance by the other with any covenants or conditions contained in the Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

D. Successors. This Agreement shall be binding upon and inure to the benefit of the successors of each of the parties hereto, but shall not be assignable by Subscriber, without the prior written consent of Tenant Screening Center, Inc.

E. Third Parties. End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

F. Complete Agreement. This Agreement sets forth the entire understanding of end User 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.

IN WITNESS WHEREOF, Subscriber and Tenant Screening Center Inc have signed and delivered this Agreement

Tenant Screening Center, Inc

Subscriber

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____