



Date

Dear Valued Customer,

Thank you for your interest in United One Resources' risk management information solutions. Below please find our legal agreements required for regulatory compliance. The fields marked in red are necessary signature fields.

We have employed fully compliant E-Signature technology. Please complete all the document fields and E-Sign in all four places marked in red. As you sign you will be required each time to "re-save" the document, thereby securely locking the fields you completed and agreed to. If you do not have an E-Signature, you can create one by following the directions next to the signature field at the end of this initial application.

In order to complete this form, Adobe 8, 9 or 10 is required. These are available at this address by selecting your operating system, language and most recent Adobe version available:

<http://get.adobe.com/reader/otherversions/>

Please contact me at anytime to discuss this information or with any questions you may have. Thank you in advance and I look forward to working with you in the near future.

Sincerely,

A handwritten signature in blue ink, reading "Shirley Biagioli", is positioned below the "Sincerely," text.

Shirley Biagioli
Credit Department Supervisor

Sbiagioli@UnitedOneResources.com
(570) 824-7811 x2987



Credit Services

Application and Exhibits A, B and C

In order to assure compliance with the Federal Fair Credit Reporting Act, Public Law 91-508 ("FCRA") and all other applicable laws, both state and federal, to cooperate with the other business and professional people in the confidential dissemination of credit information, and to assure the responsible use of credit information, the undersigned Applicant petitions United One Resources, Inc. ("United One") for the use of its service, and certifies to United One and agrees as follows:

Applicant Information:

Organization Name	<input type="text"/>			
Physical Address	<input type="text"/>	Suite/Floor	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	
		Zip Code	<input type="text"/>	
Contact Person	First Name	<input type="text"/>	Last Name	<input type="text"/>

☐ Same as Above

BILLING Address	<input type="text"/>	Suite/Floor	<input type="text"/>
City	<input type="text"/>	State	<input type="text"/>
		Zip Code	<input type="text"/>
Phone Number	<input type="text"/>	Fax Number	<input type="text"/>
		E-Mail	<input type="text"/>
Web Address	<input type="text"/>		

Principals-List owner, Officer and/or Manager:

First Name	<input type="text"/>	Middle Name	<input type="text"/>	Last Name	<input type="text"/>	Title	<input type="text"/>
Personal Address	<input type="text"/>			Apt/Floor	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>	SSN	<input type="text"/>
						Year of Birth	<input type="text"/>
First Name	<input type="text"/>	Middle Name	<input type="text"/>	Last Name	<input type="text"/>	Title	<input type="text"/>
Personal Address	<input type="text"/>			Apt/Floor	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>	SSN	<input type="text"/>
						Year of Birth	<input type="text"/>

Organization Information:

Type of Business Federal Id Number

Type of Ownership: ☐ Partnership ☐ Sole Owner ☐ Nonprofit ☐ Corporation ☐ LLC

Do you have any other company name(s) or DBA's? ☐ Yes ☐ No

If yes, please list:

Bank Reference

Account Numbers

Trade/Supplier
Reference

In order to qualify for credit services, we understand that a current copy of our organizations business license will need to be submitted as part of the onboarding process.

☐ I agree that a copy of Business License will be submitted during the onboarding process.

Permissible Purpose /Appropriate Use, Must be Completed:

Application will not be processed unless this information is provided.

Each time a request for information or a credit report is made of United One, the Applicant's representative authorized to make such a request will use the information or report solely for a permissible purpose. Please describe the specific purpose for which Experian product information will be used. (What will you do with the information obtained?)

☐ Mortgage ☐ Home Equity ☐ Employment Screening ☐ Tenant Screening

Comments

Applicant will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA. Applicant may discuss information received from United One with the consumer in the event Applicant declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Applicant, United One shall be held harmless by Applicant from any liability, damages, costs or expenses, including reasonable attorney's fees, resulting therefrom. United One shall not be liable in any manner whatsoever for any loss or injury to Applicant resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information to be based, however, upon reports obtained from sources considered by United One to be reliable.

Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account number and password should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
 - Any system access software is replaced by system access software or is no longer used;
 - The hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purpose listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptops and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection/scanning services and procedures:
 - Use, implement and maintain a current, commercially available Computer Virus detection/scanning products on all computers, systems and networks.
 - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated
 - On a weekly basis at a minimum, keep anti-virus software up to date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up to date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

3. Protect Data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

5. Build and Maintain a Secure Network

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

6. Regularly Monitor and Test Networks

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

Record Retention: The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

Glossary Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact our company.
Encryption	Encryption is the process of obscuring information to make in unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal in to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a long period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices-including routers, computers, time-servers, printers, Internet fax machines, and some telephones-must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep you IP address secure as hackers can gain control of your devices and possible launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking in the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
SSID	Part of the Wi-Fi Wireless LAN, a service identifier (SSID) is a code that indentifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID.
Subscriber Code	Your seven digit credit reporting agency account number.
WEP Encryption	(Wired Equivalent Privacy) A part of the wireless networking standard intended to provide secure communication. The longer the key is used, the stronger the encryption will be. Older technology reaching the end of life.
WPA	(Wi-Fi Protected Access) A part of the wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption versus static as in WEP (key is constantly changing and thus more difficult to break than WEP).

****This Space Intentionally Left Blank****

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604.	Permissible Purposes of Reports
§ 607.	Compliance Procedures
§ 615.	Requirement on users of consumer reports
§ 616.	Civil liability for willful noncompliance
§ 617.	Civil liability for negligent noncompliance
§ 619.	Obtaining information under false pretenses
§ 621.	Administrative Enforcement
§ 623.	Responsibilities of Furnishers of Information to Consumer Reporting Agencies
§ 628.	Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

The following applies to consumer credit products (i.e. Consumer Credit Reports, Business Owners Profile, and Small Business Intelliscore):

I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose than what is stated in the Permissible Purpose/ Appropriate Use section of this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

The undersigned further certifies, under penalty of perjury, that the information provided herein is accurate and complete as of the date of this certification, and includes all remote (off-site) representatives of the company. I understand United One is relying on this information to meet certain compliance requisites of the Credit Bureaus. Should the status of any of this information change, I will immediately notify United One Resources in writing. This certification is given pursuant to U.S. Code Title 28, Section 1746, relating to unsworn declarations under penalty.

This application and subsequent sections completed, read and approved by:

Click inside this field to create an electronic signature and follow these steps:

- 1-Select to set up **A new digital ID** (click next)
- 2-Select **Windows Certificate Store** (click next)
- 3-Fill in your FULL name and information
- 4-**DO NOT** select **Enable Unicode Support** (click finish)

Signature



This application can not be processed without approval of exhibits A, B and C below.

Exhibit A Subscriber Service Agreement

This agreement, dated below, is entered into by UNITED ONE RESOURCES, INC., a Pennsylvania Corporation, Hereinafter known as "UNITED" and

Hereinafter referred to as "SUBSCRIBER". UNITED and SUBSCRIBER agree as follows:

1. **SERVICES.** Provided SUBSCRIBER is not in default of any provision of this Agreement, UNITED will furnish to SUBSCRIBER, on request, credit reports and other services, including but not limited to, court record services, flood zone determinations, appraisals, title insurance and settlement services, residential mortgage credit reports and prequalification reports. UNITED will also (a) maintain files on individuals, firms or corporations, recording information furnished by its subscribers or obtained from other available sources; and (b) furnish all available pertinent information on individuals, firms or corporations, including but not limited to, identifying information, credit history and employment and public record information in file --such information is being furnished at the special request of the SUBSCRIBER, as evidenced by the signature on this Agreement. UNITED will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer.
2. **CHARGES AND INTEREST.** For each credit report or other service requested by SUBSCRIBER and provided by UNITED, SUBSCRIBER agrees to pay UNITED the applicable UNITED charge then prevailing, in addition to any applicable service charges, dues or minimum billing rates. UNITED will charge \$30.00 for all returned checks. Such charges will be due thirty (30) days following the date of invoice. The balance of any invoice outstanding after such time shall be subject to a finance charge of 1.5% per month or the maximum finance charge permitted to be charged by applicable law, whichever is lower, and shall be immediately due and payable. SUBSCRIBER agrees that UNITED's charges for credit reports and its other services are subject to change at any time without prior notice.
3. **UNITED PERFORMANCE.** UNITED will exercise all reasonable efforts to provide credit reports and any of its other services requested by SUBSCRIBER in an expeditious and efficient manner, but it shall have no liability to SUBSCRIBER for any delay or failure to do so.
4. **AUTHORIZATION, TRAINING AND COMPLIANCE WITH LAWS.** SUBSCRIBER shall maintain reasonable and appropriate procedures for authorizing any employee to request credit information and for the training of any employee involved in the use or reporting of credit information. SUBSCRIBER will ensure that all information will not be shared or forwarded with any third party. SUBSCRIBER will also maintain such procedures for compliance with all laws relating to the procurement or use of, or the furnishing of information for, credit reports, including, but not limited to, the Fair Credit Reporting Act, Public Law 91-508. SUBSCRIBER acknowledges that it is aware that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than two (2) years, or both.
5. **TERM.** This Agreement shall continue in force without any fixed date of termination, but either UNITED or SUBSCRIBER may terminate the Agreement upon giving ten (10) days prior written notice to the other. It is further agreed, however, that if the SUBSCRIBER is delinquent in the payment of any charge for credit reports or other services rendered by UNITED for (60) days, or has breached any of the terms of this Agreement, UNITED may, in its sole discretion, discontinue its services to SUBSCRIBER hereunder and cancel this Agreement immediately.
6. **FAIR CREDIT REPORTING ACT CERTIFICATION.** Subscriber certifies that it will order Equifax, Experian, and/or TransUnion Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to. Subscriber will use each consumer report ordered under this Agreement for the foregoing purpose and for no other purpose.
7. **INDEMNIFICATION AND ATTORNEY'S FEES.** SUBSCRIBER shall indemnify, defend and hold UNITED, all credit bureaus, Equifax, Experian, TransUnion and all their agents harmless from and against any and all claims, debts, demands damages, costs, expenses, fees, including attorney's fees, and any other liabilities which may be incurred by UNITED based on any violation by the SUBSCRIBER of the Fair Credit Reporting Act or any other federal or state law or regulation pertaining to the procurement or use of a credit report or credit information (or the furnishing of information to a credit reporting agency) or pertaining to any of the other services provided by UNITED to SUBSCRIBER under this Agreement. SUBSCRIBER shall also be liable for all of UNITED'S attorney's fees and court costs incurred and other disbursements made in connection with the preparation, filing and prosecution of any lawsuit against SUBSCRIBER as a result of SUBSCRIBER's default of any provision of this Agreement.
8. **SUBSCRIBER ADDITIONS AND CHANGES.** This Agreement provides for services to any additional branches or departments within SUBSCRIBER's organization. SUBSCRIBER shall notify UNITED of any address or telephone number changes, management changes, or any change in SUBSCRIBER's company name or ownership with thirty (30) days prior notice, and if requested by UNITED will provide UNITED with a revised SUBSCRIBER SERVICE AGREEMENT.
9. **SECTION HEADINGS.** The section headings in this Agreement are for convenience of reference only and are not a part of this Agreement, nor shall they be used to limit, expand or otherwise modify any term or condition of this Agreement.
10. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
11. **JURISDICTION OVER DISPUTES.** SUBSCRIBER agrees that any dispute, controversy or claim arising under or in connection with this Agreement may be instituted by UNITED in any court in which UNITED has a place of business. For such purpose, SUBSCRIBER hereby submits to the personal jurisdiction of all such courts and further hereby waives any objection to such JURISDICTION and agrees that it shall be barred from asserting any such objection. SUBSCRIBER further hereby waives any right to assert or move for transfer of venue from any such court in which such action is instituted based on the doctrine of forum non conveniens or otherwise.

12. **ENTIRE AGREEMENT; INCORPORATION BY REFERENCE.** This Agreement sets forth the entire understanding and agreement between UNITED and SUBSCRIBER and supersedes any prior oral or written agreements of the parties. This Agreement may be amended, supplemented or modified only by a written document executed by UNITED and SUBSCRIBER. SUBSCRIBER hereby acknowledges that UNITED has provided SUBSCRIBER with a copy of the Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA and the Notice to Users of Consumer Reports: Obligations of Users under the FCRA, each in form as prescribed by the Federal Trade Commission. SUBSCRIBER also hereby acknowledges having executed UNITED's Subscriber Compliance Certification form and Application for Service form, each of which are incorporated into this Agreement by reference and made a part hereof as if fully set forth at length herein.
13. **CALIFORNIA LAW CERTIFICATION.** Subscriber will refer to Exhibit 1-A in making the following certification, and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE SELECT THE APPROPRIATE LINE BELOW)

Subscriber certifies that it ☐ IS ☐ IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and ☐ DOES ☐ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

11. **VERMONT CERTIFICATION.** Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received from Equifax, Experian, and/or TransUnion.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provision requiring adverse action notification to the consumer.

15. **NO RESALE OF CREDIT REPORT.** Subscriber agrees that it will not resell any credit report.

Notice: The paragraph following this paragraph sets forth a warrant of authority for an attorney to confession against the SUBSCRIBER. In granting this warrant of authority to confess judgment against the SUBSCRIBER, the SUBSCRIBER hereby knowingly, intelligently, voluntarily, and, on advice of the separate legal counsel of the SUBSCRIBER, unconditionally waives any and all rights the undersigned has or may hereafter have to prior notice and an opportunity for a hearing under the respective constitutions and laws of the United States of America and of the Commonwealth of Pennsylvania.

SUBSCRIBER, to the fullest extent permitted by law, hereby irrevocably authorizes the Prothonotary, Clerk of Courts or any attorney of any court of record in the Commonwealth of Pennsylvania, or in any other state, to appear for SUBSCRIBER and confess judgment against SUBSCRIBER and in favor of UNITED for the unpaid balance of any invoice described in Section 2 hereof and all accrued interest and other charges, costs and fees agreed to be paid by SUBSCRIBER hereunder with costs of suit and an attorney's commission of ten (10%) percent of all such sums (but in any event not less than \$1,000), and with such expenses assessed from time to time as have been or are thereafter incurred by UNITED for collection; and in so doing, this Agreement or a copy hereof verified by affidavit shall be sufficient warrant. The authority to confess judgment against SUBSCRIBER shall not be exhausted by one exercise thereof, but may be exercised from time to time and as often as UNITED deems necessary or desirable until receiving full payment of all such invoice balances, accrued interest and other charges, costs and fees due and owing hereunder.

Guaranty: The obligation set forth in this Agreement is personally guaranteed by (Guarantor), and guarantor hereby

unconditionally guarantees the obligation set forth in this Agreement, and guarantees that the aforesaid obligations, conditions and covenants will be performed strictly in accordance with the terms of the contract, regardless of any law or regulation now or hereinafter in effect in any jurisdiction affecting the rights of United One Resources, Inc. with respect thereto, to the same effect as if the Guarantor had been the original signatory. The liability of Guarantor hereunder shall be absolute and unconditional irrespective of any circumstance which might otherwise constitute a defense or in discharge of Applicant/Subscriber or Guarantor. This guaranty is continuing and shall remain in full force and effect until fulfillment of all Applicant's /Subscriber's obligations, conditions and covenants under this contract, and is binding upon Guarantor's heirs, successors and/or assigns and shall remain in full force and effect until fulfillment of all conditions, obligations and covenants under said contract and shall inure for the benefit of United One Resources, Inc., its successors and/or assigns. No promises are made by United One Resources, Inc. to Guarantor to induce execution of this Guaranty.

WHEREFORE, UNITED and SUBSCRIBER have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

IN WITNESS WHEREOF, End User and Provider have signed and delivered this Agreement.

Signature

This application can not be processed without approval of exhibits B and C below.

Exhibit B Credit Scoring Service Agreement

This Credit Scoring Services Agreement, "Agreement", dated below, between "End User" and United One Resources, Inc. "Provider" agree as follows:

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:

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 End User's purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

B. **Application.** This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

2. Experian/Fair, Isaac Scores

A. **Generally.** Upon request by End User during the Term, Provider will provide End User with the Scores.

B. **Warranty.** Provider warrants 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 warrants 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. End User's rights under the foregoing warranties are expressly conditioned upon End User'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.).

D. **Release.** End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User 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. Intellectual Property

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

B. **End User Use Limitations.** By providing the Scores to End User pursuant to this Agreement, Provider grants to End User 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. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User 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 End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

C. **Proprietary Designations.** End User 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, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party's prior written consent.

4. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User 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. End User 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 End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. End User 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, End User 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 End User and while in transport between the parties. End User certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian's and Fair, Isaac's express written permission.

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

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User 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.

5. Indemnification and Limitations

A. Indemnification of Provider, Experian and Fair, Isaac. End User will indemnify, defend, and hold each of Provider, Experian 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 End User of any obligations to be performed by End User under this Agreement, provided that Experian/Fair, Isaac have given End User 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, EXPERIAN 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, EXPERIAN 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.

6. Miscellaneous

A. 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.

B. 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

ADDENDUM TO THIS CREDIT REPORTING SERVICES AGREEMENT FOR OFAC NAME MATCHING SERVICE

This Addendum to the Credit Reporting Services Agreement for OFAC Matching Service ("Addendum") is made and entered into, by and between "Customer" and United One Resources, an Experian affiliate, a Pennsylvania Corporation, and Experian Information Solutions, Inc., an Ohio corporation, acting through its Information Solutions Division hereinafter referred to as "Experian".

WHEREAS, Customer and Experian have entered into the Computerized Credit Reporting Services Agreement and

WHEREAS, Customer and Experian mutually desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties hereto mutually agree as follows:

1. General Provisions

A. Application. This addendum sets forth the conditions under which Experian will provide Customer with the OFAC Name Matching Service (described below). This Addendum shall apply to all OFAC Name Matching Services performed by Experian for Customer during this Addendum. Prior to Experian's provision of the OFAC Name Matching Service to Customer, Customer agrees to the necessary agreements that will identify the nature and scope of the services provided hereunder, including any limitations set forth herein.

B. Term of this Addendum. This Addendum shall terminate upon the earlier of (i) the termination of the Agreement; or (ii) as otherwise set forth in the Agreement.

2. Charges to Customer. Experian shall invoice and Customer agrees to pay Experian the applicable charges set forth in Attachment A for the OFAC Name Matching Services rendered to Customer for each such inquiry to Experian's consumer credit reporting database.

3. OFAC Name Matching Service. For purposes of this Addendum, the term "OFAC Name Matching Service" means the application of a name matching service performed by Experian wherein the consumer's name transmitted by Customer inquiry or tape is compared to an Experian file containing limited identifying information of consumers listed by the United States Treasury Department, Office of Foreign Asset Control ("OFAC") of Specially Designated Nationals whose property is blocked, to assist the public in complying with the various sanctions programs administered by OFAC. Based upon Customer's Subscriber's request in a manner identified in Schedule B, Experian will perform a match of characters in the consumer's name, social security number and year of birth, when available, and only where a match occurs, will Experian transmit to Customer's Subscriber's a message indicating the "Spelling of name used to access report matches OFAC List" in the on-line environment, and will only return a list of those consumers where a match occurs in the batch environment ("OFAC Statement").

4. Disclaimer of Warranty. Experian updates its file periodically from OFAC and cannot and will not, for the fee charged for the OFAC Name Matching Service, be an insurer or guarantor of the accuracy or reliability of the OFAC Name Matching Service nor the data contained in its file. Customer acknowledges and Customer will ensure that its Subscribers acknowledge that the existence of a match based on very limited identifying information provided by OFAC does not necessarily indicate that the consumer for whom the Customer's Subscriber inquired is the same consumer referenced by OFAC. The use of the OFAC Name Matching Service does not attempt to, nor does it, satisfy any of Subscriber's legal obligations which may be administered by OFAC or any other governmental agency. EXPERIAN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFAC NAME MATCHING SERVICE, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Indemnification. Customer shall indemnify, defend and hold Experian harmless from and against any and all claims, liabilities and expenses, including responsible attorney's fees, which may be asserted against or incurred by Experian, that arise out of or are related to the use by Customer of the OFAC Name Matching Service.

6. Effect of Agreement. All terms and conditions of the Agreement not specifically addressed in the Addendum shall remain unchanged and in full force and effect. The Terms of this Addendum shall prevail in the event of any inconsistency between this Addendum and the Agreement.

7. Entire Understanding. This Credit Scoring Services Agreement and Addendum, set forth the entire understanding of the parties with respect to the subject matter hereof and supersede to the extent indicated all prior agreements, letters, covenants, arrangements, communications, representations and warranties, whether oral or written, by any employee, officer or representative of their party.

IN WITNESS WHEREOF, End User and Provider have signed and delivered this Agreement.

Signature



This application can not be processed without approval of exhibit C below.

Exhibit C End-User Agreement for Fair Isaac

In order to receive the Fair Isaac ClassicSM Credit Risk Score in conjunction with credit information obtained from the credit database(s) of Trans Union

LLC from United One Resources "Reseller"

"Subscriber" hereby agrees to the following terms:

Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score").

2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.

3. Subscriber has previously represented and now, again represents that it is a [] and has a permissible purpose for

obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").

4. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.

5. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.

6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.

7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.

8. Subscriber recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.

9. Trans Union and Fair Isaac shall be deemed third party beneficiaries under this Addendum.

10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent

11. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.

12. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.

14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.

15.1 Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

15.2 THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES 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. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

IN WITNESS WHEREOF, End User and Provider have signed and delivered this Agreement.

Signature

Once completed please return this application and agreements to:
Onboarding@UnitedOneResources.com

For office use only

Received

Signed By