

## Subscriber Agreement

We, the undersigned, desiring to receive information from Tenant Screening Services LLC (herein after called "IBC") about our customers, at prices established by IBC from time to time, agree to provide information and receive information, whether orally, by electronic transmission, by report, bulletin or otherwise, subject to the following conditions:

- A. Information will be requested only for our exclusive use. All information received from IBC will be held in strict confidence except to the extent that disclosure to others is required by law. Reports will be requested only by our designated representatives. Employees will be forbidden from attempting to obtain reports on themselves, associates or any other persons except in the exercise of their official duties.
- B. We agree to indemnify, defend and hold IBC and all its agents harmless on account of any expense or damage resulting from our use of information received from IBC, including any action contrary to the requirements of the Fair Credit Reporting Act or resulting from breach of any of the warranties or representations made by us as part of this agreement.
- C. We recognize that the information we are requesting is secured by and given through fallible human sources. We also recognize that for the fee charged by IBC, it cannot and does not guarantee the accuracy of the information it provides. In this regard, we release IBC and its agents, employees, and independent contractors from any and all liability for any negligence in connection with the preparation of any reports and from any loss or expense suffered by us directly from such reports prepared by IBC.
- D. We understand that agree that the fees for all reports will be charged to us at the regular rates of IBC. Such fees will be applied against the contract price, and charges, in addition to the contract price, shall be due after receipt of the invoice. Past due amounts shall be subject to a late payment fee of .00 or 1.5% per month, whichever amount is greater. If collection efforts are required, the undersigned agrees to pay all cost of collection, including attorney's fees. The undersigned also agrees that the exclusive jurisdiction for any action under this agreement shall be Orange County, California.
- E. We acknowledge that we have received, reviewed and executed copies of the "FCRA Requirements," the "Access Security Requirements" and the "End User Certification of Compliance", We further certify that information from IBC will only be obtained for permissible purposes under the federal Fair Credit Reporting Act ("FCRA").

F. We recognize that every business decision represents an assumption of risk and that neither party, in furnishing information or information services to the other assumes the other's risk in any manner. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT OR ADDENDUM, WE UNDERSTAND THAT IBC DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR INFORMATION SERVICES PROVIDED TO US. WE ACKNOWLEDGE THAT NEITHER IBC, EXPERIAN, EQUIFAX, TRANSUNION NOR ANY OF THEIR OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS WILL BE LIABLE TO US, AND WE RELEASE, IBC, EXPERIAN, EQUIFAX, TRANSUNION AND THE OTHERS, FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ACTS OR OMISSIONS, EVEN IF DUE NEGLIGENCE, IN PROCURRING, COMPILING, COLLECTING, INTERPERTING, PROCESSING, REPORTING OR TRANSMITTING ANY INFORMATION OR PROVIDING INFORMATION SERVICES TO US. NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS AND ADDENDA, WE AGREE THAT NEITHER IBC, NOR ANY OF ITS OFFICERS, EMPLOYEES, LICENSORS, AFFILIATED COMPANIES, AFFILIATED CREDIT BUREAUS, INDEPENDENT CONTRACTORS, OR AGENTS WILL BE RESPONSIBLE TO US FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

G. Written notice by either party will terminate this Agreement, but we agree that our obligations and agreements in effect at the time of termination will remain in full force and effect, including the obligation to defend, indemnify and hold IBC harmless and keep confidential the information we receive.

H. We understand and agree that this contract constitutes all agreements and conditions of reporting, present and future, and supersedes all previous agreements and understandings with IBC and applies to all types of reports, including all types of checking services and bulletins, made by IBC. No changes to this contract may be made except in writing signed both by us and IBC.

HAWK File

This portion of the agreement applies to information furnished by us for inclusion in the TransUnion owned HAWK File system and to information obtained from TransUnions HAWK File.

We agree to furnish data which is believed to have been used for fraudulent purposes to TransUnion's HAWK File system for as long as it continues to

receive information from that system. Such data shall include but not limited to consumer reports names, aliases, social security numbers and addresses (current and former), telephone numbers (business and residential).

We may also include the addresses of known mail receiving services and prisons.

We agree that an application alert message from TransUnion's HAWK File System will not be part of the decision making process for granting credit, and that such a message is merely an indication that the application should be totally verified prior to a business decision, unless it is clear that the information supplied by TransUnion's HAWK File System may or may not apply to the consumer who has made the application to us for credit.

Indemnification of Experian/Fair, Isaac. We agree to indemnify, defend and hold Experian/Fair, Isaac, IBC harmless from and against any and all liabilities, damages, losses, claims, cost and expenses (including attorneys' fees).