

Credimetrics Web Service License Agreement

1. **AGREEMENT.** This Credimetrics Web Service License Agreement (“Agreement”) is made by Luxor Technologies, Inc., (“Luxor”) a California corporation, 1935 Camino Vida Roble, Suite 260, Carlsbad California 92008 and _____ (“Customer”). This Agreement is effective upon Customer’s receipt of a username and password enabling access to the Credimetrics Web Service (the “Effective Date”).

2. **ACCESS TO THE CREDIMETRICS.COM WEBSITE.** Luxor grants to Customer a nontransferable, nonexclusive license to access Luxor’s Credimetrics.com web service (the “Web Service”) during Web Service’s normal hours of operation, solely for the purpose of performing credit research and related work in the regular course of Customer’s business. Customer’s access to and use of credit reports, credit information and other consumer information (the “Repository Information”) through the Web Service is restricted by the three main consumer credit reporting agencies, Experian, Equifax and Trans Union (the “Repository” or “Repositories”) and by other applicable local, state and federal laws. Customer shall comply with all such Repository restrictions and such restrictions are incorporated by reference. Customer represents and warrants that Customer: (a) has received copies of, has read, understands and agrees to abide by the Fair Credit Reporting Act (FCRA); (b) accepts responsibility for processing and using the Repository Information in accordance with the FCRA and with the requirements of the Repositories and all other applicable local, state and federal laws that regulate the use of the Repository Information; (c) shall comply with all laws; and (d) has a permissible purpose as defined in the FCRA and has obtained a proper release and authorization from each person prior to requesting Repository Information on that person. Luxor and its service providers, including the Repositories (collectively “Suppliers”), reserve the right at any time and without prior notice to limit Customer’s access to the Web Service and Repository Information in order to perform repairs, make modifications, comply with legal or industry standards, or as a result of circumstances beyond the reasonable control of Luxor or its Suppliers.

3. **INQUIRIES REGARDING CREDIT INFORMATION.** All questions or comments concerning the availability or delivery of the Repository Information should be directed to Luxor. Questions or comments regarding the material contained within the Repository Information itself should be directed to the Repositories or other official custodian of the public records. Customer agrees to provide the Repositories’ names, addresses and phone numbers to any subject of the Repository Information who has questions or comments about the Repository Information. In order to comply with the FCRA, Customer understands that Customer must maintain a log of consumer Repository Information secured by Customer, with transaction details, for a minimum of two years. During an inquiry, the subject of the Repository

Information has the right to learn the name of the customer ordering the Repository Information and has the right to see the Repository Information ordered by the Customer.

4. **PASSWORDS.** To permit authorized Customer personnel to process Repository Information through the Web Service, Luxor shall assign username(s) and password(s) to Customer. Customer is responsible and will be billed for all use of the Luxor services made by usernames assigned to it. If Customer learns or suspects that unauthorized use of its account is taking place, Customer shall notify Luxor immediately and Luxor will replace the password.

5. **SOLE USE.** The Repository Information accessed through the Web Service is for the sole and internal use of the Customer and may not be resold, sub-licensed or otherwise revised in any way or delivered to any third party. Customer shall secure consumer credit and other information on persons solely for Customer's own use or for such other "permissible purposes" related to a business transaction as are defined by the FCRA. Customer shall not request or use any such information for any other purpose.

6. **OTHER LEGAL REQUIREMENTS.** Customer shall obtain and retain on file appropriate release and authorization forms from any person for whom Repository Information is sought. Customer shall make all legally required disclosures. Customer shall advise the person when credit is denied, terminated or changed or when an application is declined based in whole or in part on the Repository Information (advice in such case to include name and address of applicable Repository or Database Provider). Customer shall retain the releases and authorization forms described above for six (6) months in all cases where credit is extended or an application approved; and for two (2) years in any case where credit is declined or an application declined. Customer shall make available such authorizations and releases to Luxor upon request. Customer further agrees to take all reasonable precautions to ensure that consumer credit and other confidential information will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested, and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.

7. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless Luxor and its Suppliers, their parents, affiliates, subsidiaries, officers, directors, employees, shareholders and agents from any claims, damages, costs, expenses and penalties (including reasonable attorneys' fees, expert witness fees and costs) and any other liabilities imposed by local, state or federal laws or regulations or claims by any third party which result from or arise out of any breach of this Agreement or any use by Customer of any Repository Information accessed through the Web Service, excepting only such claims arising solely and exclusively from Luxor's knowing and intentional misconduct.

8. PAYMENT. Customer will pay in full according to Luxor's fee schedule as in effect from time to time. Customer agrees to pay for all transactions processed through the Web Service under Customer's account number, either via a valid and approved credit card issued in Customer's name, via Automated Clearing House (ACH), or by check, and Customer agrees to provide to Luxor all of the necessary information to effectuate prompt billing and payment. Access privileges to the Web Service may be suspended without notice if payment cannot be processed or is not received timely. Customer shall pay all applicable state, local, federal and other taxes which result from this Agreement or the products and services provided. If payment cannot be processed, Luxor will invoice Customer along with a \$25.00 service charge and the invoice will be due upon receipt. Invoices not paid in full by Customer within 15 days of the invoice date are subject to a late fee of 1.75 % per month (or the maximum fee allowable by law, if this is less), plus all costs of collection, including reasonable attorneys' fees.

9. TERMINATION. Either party may terminate this Agreement at any time and for any reason, upon thirty (30) days prior written notice. Customer agrees to pay for all transactions processed by Luxor prior to termination. Customer further agrees that Luxor or its Suppliers may suspend or terminate access to the Web Service or Repository Information, respectively, without notice in the event that Customer is suspected of violating the FCRA or otherwise breaching any material term of this Agreement.

10. Disclaimers And Limitation Of Liability. Neither Luxor nor any supplier makes any representation or warranty regarding the performance of the web service or the decisioning, model(s), advice, assistance or materials supplied or provided. the repository information accessed through the web service is furnished by various suppliers. The repository information is provided "as is" and neither Luxor nor the suppliers in any way warrant or assume any liability for the accuracy or completeness of any repository information accessed through the web service. Customer acknowledges that neither Luxor nor the suppliers warrant or guarantee the timeliness, currency, accuracy, adequacy, completeness, merchantability or fitness for a particular purpose of the web service, the repository information or any other information, products or services provided via the web service and all such warranties are specifically disclaimed.

Customer acknowledges that every business decision involves the assumption of a risk and that Luxor does not and will not underwrite that risk in any manner whatsoever. If Luxor is found liable for any cost or damage suffered by Customer, its liability is limited to the fees paid by Customer for the particular transaction in question. The remedies set forth in this paragraph and termination of this Agreement are Customer's exclusive remedies for claims or damages arising out of or relating in any way to this Agreement or the Repository Information, products or services provided. In no event shall Luxor or any supplier be liable for any special, incidental, exemplary or consequential damages.

11. OWNERSHIP OF LICENSE AND CONFIDENTIAL INFORMATION. Nothing in this Agreement shall be construed to convey to Customer any right, title or ownership interest in the Web Service or in the intellectual property rights relating to Credimetrics.com™ or the Credit++ Toolkit® software or documentation. All rights, title and interest in such, whether in the nature of copyright, trade secret, trademark, service mark, trade name, patent or otherwise, vest solely in Luxor.

Customer acknowledges that the Credimetrics.com, the Credit++ Toolkit software and documentation include confidential trade secrets and other confidential information owned by Luxor. Customer shall not disclose confidential information or trade secrets of Luxor.

Each party agrees that all proprietary information disclosed to it by the other party, including without limitation, this Agreement and any usage statistics, shall not be disclosed to any third party, other than the applicable Supplier, and shall be used only for the purpose described in this Agreement. Each party shall treat all proprietary information of the other party with the highest degree of confidentiality and shall not permit any unauthorized use of the other party's proprietary information.

12. GENERAL PROVISIONS. This Agreement shall be governed by and construed in accordance with California law. Jurisdiction and venue shall be exclusively in the state and federal courts of San Diego, California. Customer shall not assign this Agreement without the prior written consent of Luxor. All notices required or permitted shall be in writing and may be sent by any lawful means including regular US mail return receipt requested, overnight carrier or hand delivery to the other party. Performance by Luxor or its Suppliers may be subject to interruption and delay due to causes beyond their reasonable control such as acts of God, government, weather, fire, power or telecommunications failure, inability to obtain supplies, breakdown of equipment or interruption in services or communications, for which no liability shall be incurred. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the applicable laws of any jurisdiction to which this Agreement is subject, all other provisions shall survive. Each party shall have, in addition to any other relief at law or in equity, the right to injunctive relief to redress any breach of this Agreement by the other party. Customer shall not hire any employee, contractor, or consultant of Luxor engaged in fulfilling the terms of this Agreement without the prior written consent of Luxor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of Luxor and Customer.

Customer agrees that the Repository Information will be for Customer's exclusive use and that all consumer credit reports and related information will be held in strict confidence. Customer shall not use such information for unfair or deceptive practices. Information on (prospective) employees will only be accessed by designated authorized representative(s) of Customer. Additionally, Customer appoints Luxor and its Suppliers as Customer's agent for the sole and limited purpose of obtaining access to credit products and information and Customer gives its express permission to the consumer credit reporting agencies to

relinquish and provide Luxor and its Suppliers with all related information. Customer employees are forbidden from obtaining Repository Information about themselves, associates or any other employee, except in the performance of their official duties. Finally, Repository Information will not be disclosed to the subject of the information; rather, any such subject(s) will be referred, upon need or legitimate inquiry, to the Repository identified on the consumer credit information.

Customer agrees that it is not in business as a credit repair office, a skip tracer or private investigator, a member of the news media or journalist, a detective agency, law firm, or legal practitioner. Customer agrees to on-site inspection at its premises prior to commencement of service including inquiry into and review of Customer's procedures and processes in acquiring information, security practices and other measures in place to ensure Customer compliance with the terms of this Agreement. Upon five days notice, Luxor may audit Customer's books and records to assure compliance with this Agreement.

13. ACKNOWLEDGMENT AND ACCEPTANCE. The terms set forth in this Agreement constitute the entire understanding and agreement between Luxor and Customer with regard to the subject matter and any previous or additional or different terms or conditions shall be of no effect. This Agreement may be modified or waived only in writing, signed by both parties.

Robb Murdock
President
Luxor Technologies, Inc.
1935 Camino Vida Roble, Suite 260
Carlsbad, CA 92008

Customer Company Officer Signature

Customer Company Officer Printed Name

Customer Company name and address