

**FICO(tm) Xpress Optimization Suite, Shrinkwrap License Agreement,**

**(c) 1983-2015 Fair Isaac Corporation. All rights reserved. Confidential and proprietary.**

This Shrinkwrap License Agreement ("Agreement") is a legal agreement between you (either individually or a single entity) ("Client") and Fair Isaac Corporation or any of its affiliates, including but not limited to any company that controls, is controlled by, or is under common control with Fair Isaac Corporation, or any successor company, from whom the Fair Isaac Product is licensed or to whom this Agreement is assigned ("Fair Isaac"), for the enclosed Xpress Optimization Suite software product(s) and included materials (collectively, the "Fair Isaac Product").

This Agreement is effective upon the date a purchase order for the licensing of the Fair Isaac Product submitted by Client and accepted by Fair Isaac ("Purchase Order"), entering into a signed agreement for the licensing of the Fair Isaac Product ("Signed License Agreement"), or the first of installation or use of the Fair Isaac Product, whichever date is earliest ("Effective Date"). Please Read The Terms Of This Agreement Carefully Before You Install Or Use The Fair Isaac Product.

BY SUBMITTING A PURCHASE ORDER OR ENTERING INTO A SIGNED LICENSE AGREEMENT OR INSTALLING, COPYING, OR OTHERWISE USING THE FAIR ISAAC PRODUCT OR BY CLICKING ON THE "ACCEPT" BUTTON THAT PRESENTS UPON INSTALLATION OF THIS FAIR ISAAC PRODUCT, YOU (BOTH PERSONALLY AND, IF CLIENT IS AN ENTITY, AS AN AUTHORIZED REPRESENTATIVE OF CLIENT) SIGNIFY YOUR ACCEPTANCE OF EACH AND EVERY TERM CONTAINED IN THIS AGREEMENT and you acknowledge that you have been presented with this Agreement in a written form accompanying the delivery of the Fair Isaac Product and/or electronically upon initialization of the Fair Isaac Product and have had the reasonable opportunity to reject these terms and conditions.

Upon submission of a Purchase Order or execution of Signed License Agreement or installation or use of the Fair Isaac Product you (and Client, if applicable) will be bound by all of the terms, conditions, and restrictions contained in this Agreement and will not be entitled to a refund of any fees paid.

Fair Isaac, Client, and any user of the Fair Isaac Product agree as follows:

1. DEFINITIONS. In this Agreement:

"CPU" means an individual physical central processing unit with one or more physical cores.

"Confidential Information" means financial and/or business information of the Discloser, regardless of the form or manner in which the information is disclosed or learned, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees and employee information, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), documentation, and functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas.

"Desktop Computer" means a single user computer used locally and not remotely accessed, including desktop, laptop and netbook computers with no more than 1 physical CPU processor.

"Development License" means Client is entitled to use the Fair Isaac Product only for the purpose of developing, testing, prototyping the Client's application, solution or model, and not for any other purpose.

"Discloser" means a party that discloses or provides Confidential Information pursuant to this Agreement.

"Documentation" means the Fair Isaac Product standard user documentation that is provided with the Fair Isaac Product.

"Intellectual Property" means all or any of the following in any country worldwide, whether or not filed or registered: (i) patents, (ii) copyrights (including moral rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), and the goodwill associated therewith; (vi) semi-conductor topography rights; and (vii) any other proprietary rights relating to intangible property anywhere in the world.

"Model" means an instance of a mathematical optimization model.

"Non-Production" means the right to use the Fair Isaac Product in Client's non-production test environment only.

"Purchasing Documentation" means any and all documentation (other than Documentation), including but not limited to quotations, Purchase Orders, and invoices, that describes the number of licenses purchased and the limitations on those licenses. Limitations may be based on, among other things, number of concurrent users, number of personal computers, platforms, usage, department, feature, capacity, license type and Non-Production.

"Recipient" means a party that receives Confidential Information of Discloser pursuant to this Agreement.

"Server Computer" means a single or multi-user computer accessed locally or remotely, with any number of physical CPU processors

"Slave License" means a license restricted to solving Sub-Models.

"Sub-Model" means an instance of a mathematical optimization model that is executed by the MMJOBS module of the Fair Isaac Product during the processing of a Model.

"Territory" means the geographic region in which Client is permitted to install and use the Fair Isaac Product. Territory will generally be specified in the Purchasing Documentation. If the Territory is not specified in the Purchasing Documentation, the Territory is the country where Client specifies the Fair Isaac Product is to be shipped. For example, if Client specifies the Fair Isaac Product is to be shipped to a United States address, the Territory will be the United States.

"Workstation Computer" means a single or multi-user computer accessed locally or remotely, with no more than 2 physical CPU processors.

"Third Party Software" means the products of third parties, if any, provided in connection with or embedded within a Fair Isaac Product.

## 2. RIGHTS AND RESTRICTIONS.

2.1 Grant of License - Paid License. If Client is paying a fee for the license to the Fair Isaac Product (as set forth in the Purchasing Documentation), then, subject to the terms and conditions of this Agreement, Fair Isaac hereby grants Client, and Client hereby accepts, a non-exclusive, non-transferable, non-sublicensable limited license to use the Fair Isaac Product, Third Party Software (solely in connection with the Fair Isaac Product) and Documentation during the term (see Section 9.1) for its internal business purposes, but only within the Territory, and subject to the limitations set forth below and/or listed in the Purchasing Documentation.

(a) Desktop/Personal Computer License. If the license for the Fair Isaac Product is designated by the Purchasing Documentation as a Desktop or Personal Computer License then Client is entitled to operate the Fair Isaac Product on one nominated Desktop or Personal Computer. Transfer of the license to a computer other than a Desktop Computer must be approved by Fair Isaac and may incur additional fees. A Desktop License cannot be used to remotely access the Fair Isaac Product by any means, including network access and web service technologies. A Desktop License cannot be used with an intranet or internet web application or service. An individual Desktop License entitles the Client to run one concurrent copy of the Fair Isaac Product to solve a maximum of one individual Model concurrently. For the avoidance of doubt, an individual Desktop License can be used to solve a maximum of one Model and Sub-Model concurrently.

(b) Workstation License: If the license for the Fair Isaac Product is designated by the Purchasing Documentation as a Workstation License then Client is entitled to operate the Fair Isaac Product on one Workstation Computer. Transfer of the license to a computer other than a Workstation Computer must be approved by Fair Isaac and may incur additional fees. A Workstation License can be used to remotely access the Fair Isaac Product by network access technologies excluding web services. A Workstation License cannot be used with an intranet or internet web application or service. An individual Workstation License entitles the Client to run one concurrent copy of the Fair Isaac Product to solve a maximum of one individual Model concurrently. For the avoidance of doubt, an individual Workstation License can be used to solve a maximum of one Model and Sub-Model concurrently.

(c) Unlimited Use Server License: If the license for the Fair Isaac Product is designated by the Purchasing Documentation as an Unlimited Use Server License then Client is entitled to operate the Fair Isaac Product on one nominated Server Computer, Workstation Computer or Desktop Computer. Transfer of the license to a Server Computer with hardware components different to those listed on the Purchasing Documentation must be approved by Fair Isaac and may incur additional fees. An individual Unlimited Use Server License entitles the Client to run an unlimited number of copies of the Fair Isaac Product to solve an unlimited number of Models and Sub-Models concurrently on the nominated Server.

(d) Concurrent User License. If the license for the Fair Isaac Product is designated in the Purchasing Documentation as limited to a specified number of users or concurrent users, Client shall be entitled to install the Fair Isaac Product on a server that is accessed by one or more users through a local area network, provided that the number of users accessing the Fair Isaac Product at any one time does not exceed the number of users purchased with the license.

(e) Floating License. If the license for the Fair Isaac Product is designated in the Purchasing Documentation as limited to a specified number of users or concurrent users, Client shall be entitled to install the Fair Isaac Product on an unlimited number of machines on the Clients local network, provided that the number of Models and Sub-Models being executed concurrently by the Fair Isaac Product at any one time does not exceed the number of concurrent uses purchased with the license.

(f) Development License. If the license for the Fair Isaac Product is designated by the Purchasing Documentation as an Development License, Client shall not use the application, solution or model developed under this license for any internal data processing or for any commercial, operational, production or runtime purposes.

(g) Slave License. If the license for the Fair Isaac Product is designated by the Purchasing Documentation as a Slave License then it may only be used in conjunction with a license that is not a Slave License to solve one Sub-Model concurrently. A Slave license may only be used to solve a Sub-Model. For the avoidance of doubt, a license or Slave License is required for each Sub-Model that executes concurrently.

(h) Dongle. If the license for the Fair Isaac Product is designated in the Purchasing Documentation as for use with a purchased hardware USB dongle device, Client shall be entitled to install the Fair Isaac Product on an unlimited number of machines on the Clients local network and authorize a maximum of one copy of the Fair Isaac Product on one machine concurrently using the dongle provided.

(i) Other Limitations. If the license for the Fair Isaac Product is limited in the Purchasing Documentation in any other manner, Client's use of the Fair Isaac Product is subject to those other limitations. These additional limitations may be based on, among other things, department, features, capacity, and license type.

2.2 Grant of License - Evaluation License. If Client is receiving a no-charge evaluation license to the Fair Isaac Product (either through access to Fair Isaac's electronic evaluation site or otherwise), then subject to the terms and conditions of this Agreement, this Section 2.2 (not Section 2.1) defines the license granted to Client. Fair Isaac hereby grants Client and Client hereby accepts, a non-exclusive, non-transferable, non-sublicensable limited license to use the Fair Isaac Product and Documentation for a period of thirty (30) days from the date of delivery solely for Non-Production purposes to evaluate whether Client desires to make a future license purchase, but only within the Territory, and subject to the limitations set forth below and/or imposed by Fair Isaac. At the conclusion of the evaluation period, Client shall immediately cease all use of the Fair Isaac Product in accordance with Section 9.3.

2.3 License Restrictions. Client and, if Client is an entity, its employees, shall not: (i) use the Fair Isaac Product, Third Party Software or Documentation for any purpose other than the internal business operations of Client or in any other manner that exceeds the scope of the license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) modify, adapt, translate or make derivative works from any Fair Isaac Product or Third Party

Software; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of the Fair Isaac Product or Third Party Software to human perceivable form or permit others to do so; (iv) disclose the Fair Isaac Product or Third Party Software to, or permit the use or access of the Fair Isaac Product or Third Party Software by any third party or by any individuals other than Client, or, if Client is an entity, the employees of Client; (v) assign, sublicense, lease, transfer or distribute the Fair Isaac Product or Third Party Software, or operate the Fair Isaac Product or Third Party Software for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any party other than Client), or train persons other than permitted users; (vi) disclose or publish performance benchmark results for Fair Isaac Product or Third Party Software without Fair Isaac's prior written consent; or (vii) use any provided Third Party Software except in conjunction with the Fair Isaac Product. In no event may Third Party Software be used on a standalone basis or with any product other than the Fair Isaac Product provided hereunder.

2.4 Reservation of Rights Not Granted. Fair Isaac reserves all rights not expressly granted to Client under this Agreement. Without limiting the foregoing, Fair Isaac retains and reserves sole and exclusive worldwide rights in all Fair Isaac Intellectual Property, including without limitation, the Fair Isaac Product, any custom code developed in whole or part by Fair Isaac (if applicable), and any Fair Isaac know-how, subject to only the limited, non-exclusive license rights granted in this Agreement. Nothing in this Agreement limits in any way Fair Isaac's right to develop, use, license, create derivative works of, or otherwise exploit Fair Isaac Intellectual Property or to permit third parties to do so.

2.5 Permission for Back-Up Copy. If Client pays a fee for a back-up license to the Fair Isaac Product, Client may reproduce the Fair Isaac Product only for the purpose of exercising the license rights granted under this Agreement on a back-up CPU in the event of a malfunction that renders the primary CPU inoperable.

2.6 Notice Reproduction. Client shall reproduce on each copy of the Fair Isaac Product and Documentation it is permitted to make any copyright, patent or trademark notice and any other proprietary legends that were provided in originals.

2.7 Platforms/Options. Client obtains the right to use only the version of the Fair Isaac Product for the specific supported platform(s) that are noted in the Purchasing Documentation (i.e., C/C++, VB, Java, .NET, Hyper Capacity (for 32-bit machines) or Hyper64 Capacity for 64-bit machines). If no platform is noted in the Purchasing Documentation, Client has the right to use the Fair Isaac Product only for the supported platform(s) that is(are) initially delivered to Client. If Client desires versions of the Fair Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in the Purchasing Documentation, Client does not obtain any right to options or additional related products.

2.8 Academic Partner Program. The following additional restrictions apply if Client is a degree-awarding academic institution licensing the Fair Isaac Product solely for educational purposes, including research and consulting activities, as part of the Fair Isaac Academic Partner Program ("APP").

(a) APP licenses are provided for annual terms of one year, which may be renewed for successive one-year terms as specified in the Purchasing Documentation accepted by Fair Isaac. APP licenses (i) cannot be used for commercial purposes, (ii) must be requested in the Purchasing Documentation at the time of initial license purchase, and (iii) may

only be transferred between machines at the annual license renewal date. The restrictions set forth in Sections 2.8(a)(ii) and 2.8(a)(iii) shall not apply if Client is receiving Maintenance Services.

(b) To qualify for an APP license, an institution (each qualifying institution, an "Academic Partner") must (i) teach a minimum of one course per year using the Fair Isaac Product, and (ii) complete and submit to Fair Isaac a brief report at the end of each year stating the following information: (1) the name and level of the course(s) on which you have used the Fair Isaac Product, and the approximate number of students who attended; (2) details of commercial consulting projects in which the Fair Isaac Product was used, including commercial consulting customer contact information; (3) details of academic research projects in which the Fair Isaac Product was used, including copies of papers which refer to the Fair Isaac Product; and (4) any other information, reports, papers, links, etc which shows how you have used Fair Isaac Product.

(c) Each Academic Partner receives (i) a 10 concurrent-user distributed license or 10 personal computer licenses as specified in the Purchasing Documentation, (ii) unlimited Student Edition licenses (described below in Section 2.9), and (iii) the right to print, copy, and use all Fair Isaac Product manuals only for teaching, research, and consulting purposes, as long as Fair Isaac and the Fair Isaac Product are acknowledged on all documents.

(d) If an Academic Partner pays fees for Maintenance Services pursuant to Fair Isaac's then-current Support and Maintenance Policy, then the Academic Partner may elect to have Maintenance Services provided through a single Academic Partner-nominated point of contact. Academic Partners receiving Maintenance Services may transfer licenses between machines during the license term.

2.9 Student Edition Licenses. The Student Edition of the Fair Isaac Product (Xpress-IVE on Windows platforms only) ("Student Edition") is available for use by students of an Academic Partner (each a "Student") on a Student's personal computer(s) for project/home work. Students may (i) only use the most currently-available version of the Student Edition software (located at [http://www.dashoptimization.com/home/products/evaluation/student\\_request.html](http://www.dashoptimization.com/home/products/evaluation/student_request.html)), (ii) NOT use the Fair Isaac Product for teaching, research, or consulting purposes, and (iii) only use in accordance with the following restrictions: (1) Maximum number of constraints (rows): 400; (2) Maximum number of variables (columns): 800; (3) Maximum number of matrix coefficients (elements): 5000; and (4) Maximum number of binary and integer variables, etc. (global elements): 400.

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4. CONFIDENTIAL INFORMATION.

4.1 Purpose for Disclosure. Recipient may use Confidential Information of the Discloser only for the purposes of exercising Recipient's rights and fulfilling Recipient's obligations under this Agreement.

4.2 Exceptions. Recipient's obligation under this Agreement to treat information as Confidential Information does not apply to information that: (i) is already known to Recipient at the time of disclosure and was not obtained, directly or indirectly, from Discloser; (ii) is independently developed by Recipient without reference to or use of the Discloser's



Confidential Information; (iii) is obtained by Recipient from another source without a breach of any obligation of confidentiality owed by that source to Discloser; or (iv) is or becomes part of the public domain through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with a subpoena or other legal process, court, or governmental request or order requiring disclosure, or is otherwise required by law or securities exchange requirement to disclose, any of Discloser's Confidential Information, Recipient shall, unless prohibited by law, promptly notify Discloser of that fact and cooperate fully (at Discloser's expense) with Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing the subpoena, legal process, request, order, or requirement to the extent deemed appropriate by Discloser. Recipient may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance. A non-public disclosure made pursuant to the foregoing sentence will not, by itself, remove any Confidential Information from the protections of this Agreement.

4.3 Limitations on Disclosure and Use. Recipient shall use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser's Confidential Information as it uses to protect its own confidential information of a similar type. Recipient shall disclose Confidential Information of Discloser only to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove any confidentiality or proprietary notices from Discloser's Confidential Information. If Recipient provides Discloser with comments, suggestions or other input regarding Discloser's Confidential Information or Intellectual Property, Discloser will have an unrestricted, worldwide, royalty-free right to use those comments, suggestions, or other input for any purpose and in any manner, and to authorize others to do so.

4.4 Injunctive Relief. Notwithstanding anything to the contrary provided in Section 10.4 (Resolution of Disputes), the parties acknowledge that the remedies at law available for the protection of Confidential Information or Intellectual Property may be inadequate, and, without limiting any rights available at law, each party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information or Intellectual Property rights.

## 5. LIMITED WARRANTIES.

5.1 Conformity to Specifications. Fair Isaac warrants that the Fair Isaac Product delivered hereunder will conform in all material respects to its Documentation for a period of 30 days from the date of initial delivery or download of the Fair Isaac Product. Fair Isaac shall, at its own expense and as its sole obligation and Client's exclusive remedy for any breach of this warranty, correct any reproducible error in the Fair Isaac Product reported to Fair Isaac by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) or replace the Fair Isaac Product.

5.2 WARRANTY DISCLAIMER. Fair Isaac does not warrant that the Fair Isaac Product will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of the Fair Isaac Product outside the scope of this Agreement or not in compliance with the Documentation; (b) any

modification to the Fair Isaac Product not made by Fair Isaac; (c) any change in or modification to the operating characteristics of the Client's system that is inconsistent with the requirements of the Documentation; (d) use of the Fair Isaac Product with hardware or software that is not represented in the Documentation as interoperable with the Fair Isaac Product; or (e) accident, physical, electrical or magnetic stress, failure of electric power or environmental controls, or causes other than ordinary use. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IF CLIENT IS RECEIVING A LICENSE TO THE SOFTWARE FOR EVALUATION PURPOSES, THE WARRANTY SET FORTH IN SECTION 5.1 WILL NOT APPLY, AND CLIENT ACKNOWLEDGES AND AGREES THAT THE FAIR ISAAC PRODUCT IS LICENSED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

6. LIMITATION OF LIABILITY. IN NO EVENT WILL FAIR ISAAC BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY FAIR ISAAC PRODUCT OR SERVICE, EVEN IF FAIR ISAAC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, FAIR ISAAC'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE APPLICABLE FAIR ISAAC PRODUCT OR SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY.

7. MAINTENANCE SERVICES AND TECHNICAL SUPPORT. Subject to the payment of the applicable support and maintenance fees specified in the Purchasing Documentation ("Maintenance Fees"), Fair Isaac shall provide Client with the maintenance services ("Maintenance Services") described in Fair Isaac's then-current software Support and Maintenance Policy as that policy may be amended or changed. A current copy of the Support and Maintenance Policy is available on Fair Isaac's public website located at <http://www.fico.com>, or a successor URL designated by Fair Isaac. Fair Isaac's support and maintenance obligations begin once the Fair Isaac Product is shipped and will continue for an initial term of one year or such longer period specified in the Purchasing Documentation. Thereafter, Maintenance Services will automatically renew for consecutive one-year terms unless Client gives Fair Isaac 30 days notice prior to the end of the current term, of its intent not to renew or Fair Isaac designates the Software as end of Life ("EOL"), The fees for the Maintenance Services will be reviewed approximately each anniversary of the Effective Date and may be increased by Fair Isaac. Any increase in fees resulting from such review will not exceed the most recently available annual change in the United States CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.



## 8. FEES AND PAYMENTS.

8.1 Invoices and Payments. All fees and charges (other than expenses) are set forth in this Agreement. Except as otherwise provided, all fees, charges, and expenses must be paid within 30 days of the date of the invoice. All amounts are payable in US Dollars (or any other currency specified on the Purchasing Documentation) in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac. Without prejudice to its other rights and remedies, if Fair Isaac does not receive any payment within 30 days from the date it is due, Fair Isaac may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is less. In addition, Fair Isaac may terminate this Agreement, including any licenses granted to Client in this Agreement, but not until Fair Isaac has given Client written notice, and the amount remains unpaid 30 days after Fair Isaac gives the notice. Client shall reimburse Fair Isaac for all reasonable costs related to any proceedings to collect any past-due amounts, including without limitation attorneys' fees and expenses. Except as otherwise expressly provided, no refunds are available.

8.2 Expenses. Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac in connection with any services provided under this Agreement, which Client agrees to reimburse at Fair Isaac's actual cost.

8.3 Taxes. Client is solely responsible for, and shall pay or reimburse Fair Isaac for, all Taxes "Taxes" means all present and future taxes, duties, import deposits, assessments, and other governmental charges (and any related penalties and interest not attributable to the fault or delay of Fair Isaac), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are: (i) associated with the performance by Fair Isaac of its obligations under this Agreement; (ii) associated with the payment of any amount by Client to Fair Isaac pursuant to this Agreement; (iii) based on the license or use of the Fair Isaac Product; (iv) associated with the importation of the Fair Isaac Product into any country other than the United States, excepting only (a) Fair Isaac's corporate franchise Taxes and Taxes imposed on Fair Isaac's net income by the governmental authorities or agencies in any jurisdictions in which Fair Isaac is required to pay those taxes, (b) withholding, employment, and payroll taxes relating to Fair Isaac's employees; and (c) personal property taxes on Fair Isaac property. To the extent Client is required by applicable tax law to withhold income Taxes on any payment made to Fair Isaac, Client may withhold such Taxes to the extent such Taxes (i) do not exceed the appropriate withholding amount under relevant tax law or, if applicable, the income tax treaty between the country in which Fair Isaac is incorporated and the country in which Client is incorporated or is receiving the Fair Isaac Products or Fair Isaac services, as applicable, and (ii) qualify as a creditable foreign income tax for Fair Isaac under applicable law. Client shall send Fair Isaac the appropriate certified tax receipt or other acceptable documentation suitable for Fair Isaac to obtain a foreign income tax credit promptly upon payment of such Taxes or as required under the laws applicable to Client. If Fair Isaac does not receive a certified tax receipt issued by the taxing authority evidencing such payment, or other such acceptable documentation suitable for Fair Isaac to obtain a foreign income tax credit, within 30 days after the later of: (1) the date of the invoice or (2) when required to be issued under the law applicable to Client, Client will be responsible for paying the full invoice amount to Fair Isaac.

8.4 Verification and Audit Rights. On Fair Isaac's written request, Client shall provide to Fair Isaac a written certification executed by Client or, if Client is an entity, an authorized officer or managing representative of Client that

provides the following information: (i) verification that the Fair Isaac Product is being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Product is or has been operated during the preceding twelve-month period; and (iii) the number of Concurrent Users, Personal Computer, CPU's and/or applications accessing or utilizing the Fair Isaac Product (as applicable per the Purchasing Documentation). Upon not less than ten days' prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Product. Any such audit must be conducted during regular business hours at Client's facilities and must be conducted so as to interfere as little as reasonably possible with Client's business activities. Audits may be conducted no more than twice annually. If Client is discovered to be using more licenses than the number of licenses Client has purchased, or if Fair Isaac learns as a result of the audit that Client has otherwise materially breached this Agreement, then Client shall reimburse Fair Isaac for the expense of the audit.

## 9. TERM AND TERMINATION.

9.1 Term. Unless earlier terminated, this Agreement and the licenses granted hereunder commence on the Effective Date and continue in effect (i) for paid licenses, in perpetuity, or, if applicable, for the duration of the applicable license term set forth in the Purchasing Documentation if the term is not perpetual; and (ii) for evaluation licenses, for the 30-day period described in Section 2.2.

9.2 Termination. Either party may terminate this Agreement upon the occurrence of any of the following events:

(a) Uncured Breach. Either party may terminate this Agreement for a breach by the other party of any of the material terms of this Agreement or numerous breaches of duties or obligations hereunder that cumulatively constitute a material breach if the breaching party fails to cure the breach(es) within 30 days from receipt of written notice from the non-breaching party identifying the breach and requiring it to be remedied; or

(b) Insolvency. Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for, or against the other party under any provision of bankrupt or insolvency legislation; or

(c) Violation of License/Confidentiality. Fair Isaac may immediately terminate this Agreement, without a requirement for prior notice or a cure period, if Client violates any terms of the licenses granted in this Agreement or breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, all licenses granted to Client hereunder will terminate immediately, as will all Fair Isaac Maintenance Services obligations, Client shall immediately cease using the Fair Isaac Product and the Documentation, shall remove all copies of the Fair Isaac Product and Documentation from Client's computers and systems, and shall either (1) destroy all copies of the Fair Isaac Product and Documentation in Client's possession, or (2) return to Fair Isaac all copies of the Fair Isaac Product and Documentation in Client's possession. Client shall provide to Fair Isaac a written certification signed by an authorized officer of Client certifying that Client has complied with the foregoing. Upon termination or expiration of this

Agreement, all unpaid fees become immediately due and payable to Fair Isaac and Client shall immediately remit all unpaid fees to Fair Isaac.

9.4 Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement: Article 1 (Definitions), Section 2.3 (License Restrictions), Section 2.4 (Reservation of Rights not Granted), Article 4 (Confidential Information), Section 5.2 (Warranty Disclaimer), Article 6 (Limitation of Liability), Section 8.3 (Taxes), Section 8.4 (Verification and Audit Rights), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Miscellaneous).

## 10. MISCELLANEOUS.

10.1 Assignment. Client may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of Fair Isaac. In the event of a change of control of Client, or if Client is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event will be deemed to be an assignment subject to this section, and Client shall not permit that other entity to use the Fair Isaac Product(s) or process any data from that entity through the Fair Isaac Product(s) (either combined with Client's data or as a separate portfolio), or otherwise make any expanded use of the Fair Isaac Product as a result of any such event unless and until Fair Isaac provides its written consent. Any attempt to assign or transfer all or any part of this Agreement without first obtaining Fair Isaac's written consent will be void and of no force or effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

10.2 U.S. Government Users. The Fair Isaac Product is "Commercial Computer Software" (as such term is defined in 48 C.F.R. 2.101) developed exclusively at private expense. If Client is acquiring a license to the Fair Isaac Product as or on behalf of a government agency (other than the Department of Defense), then Client's only rights to use, copy and disclose the Fair Isaac Product and Documentation as specified in Federal Acquisition Regulation 12.212 (48 C.F.R. 12.212), and its successors, shall be as set forth in this Commercial Computer Software license Agreement. If Client is acquiring a license to the Fair Isaac Product as or on behalf of the Department of Defense, then Client's only rights to use, copy and disclose the Fair Isaac Product and Documentation as specified in DFAR 227.7202 (48 C.F.R. 227.7202), and its successors, shall be as set forth in this Commercial Computer Software license Agreement.

10.3 Governing Law. Subject to Section 10.4 (in the event Client is not a resident of the United States or a legal entity organized under U.S. law), this Agreement is to be governed by and construed in accordance with the laws of the State of New York, USA, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised, which the parties expressly agree does not apply to this Agreement.

10.4 Resolution of Disputes. If Client is not a resident of the United States or a legal entity organized under U.S. law, any dispute, claim, or controversy arising out of or relating to this Agreement, or the performance, breach, validity, interpretation, application, or termination hereof, including without limitation any dispute concerning the scope of this arbitration clause (each, a "Dispute"), must be referred to and finally resolved by binding arbitration conducted in New

York, USA, administered by the American Arbitration Association ("AAA") in accordance with the then-current AAA Rules, and judgment on the arbitration award may be entered and enforced in any court having jurisdiction. The arbitration is to be conducted in English. The arbitrator(s) must determine the matters at issue in the Dispute in accordance with the governing law specified in this Agreement.

10.5 Compliance with Laws. Client is solely responsible for compliance with all laws relating to Client's use of the Fair Isaac Product, including but not limited to export control laws and regulations.

10.6 Export Controls. In addition to any applicable license restrictions contained in this Agreement, Client acknowledges that products, related technical data, and technical support services are subject to compliance with U.S. laws and regulations that restrict export and Re-export of software, technical data, and services (including "deemed export"), and that diversion contrary to such laws and regulations is prohibited by law. Client shall comply with all applicable U.S. and local export control laws and obtain proper export licenses before Re-export of products and/or related technical data provided under this Agreement. Without limiting the foregoing, Client shall not knowingly transfer or supply any products or services provided under this Agreement to any person, company, or entity prohibited by or located in countries prohibited by U.S. export law. Further information regarding US export laws can be found at [www.bis.doc.gov](http://www.bis.doc.gov). "Re-export" means an actual shipment (if on physical media such as CD) or other transmission (e.g., downloaded over the Internet, emailed, etc.) of products and/or technical data from the country of original delivery destination to another foreign country, person, or entity. If Client fails to comply with the terms of this section, in addition to Fair Isaac's remedies at law and in equity, Fair Isaac may suspend performance of its obligations under this Agreement until Client is in compliance.

10.7 Import Licenses. Client is responsible for (i) obtaining all licenses, permits, or approvals that may be required to import any products and/or services into the country of designated delivery, (ii) clearing any Fair Isaac products or services through customs promptly upon their arrival in the country of designated delivery, and (iii) paying any Taxes relating to the foregoing. At Fair Isaac's request Client shall provide Fair Isaac with copies of all relevant import and customs clearance documentation relating to products or services provided under this Agreement. Fair Isaac will not be required to deliver any products or provide services to locations, persons, and/or entities prohibited by applicable export laws and regulations.

10.8 Corrupt Practices. Client represents that, in connection with this Agreement, neither it nor anyone acting on its behalf has made or agreed to make any payment, gift, or other consideration, directly or indirectly, to or for the benefit of anyone who is a director, officer, employee, shareholder, or agent of Client; or who is in any manner connected with, any government or governmental entity; or who is an officer, agent, or employee of a political party; or who is a candidate for political office, where the payment, gift, or other consideration would be illegal under the applicable laws of the United States or any other country. The foregoing is a continuing representation, and, in addition to any other remedies Fair Isaac has, any failure of this representation to be true at any time is grounds for immediate termination of this Agreement by Fair Isaac.

10.9 Waiver of Sovereign Immunity. If Client is a sovereign state or a state agency, or otherwise capable of invoking a defense of sovereign immunity with regard to any dispute under this Agreement, then Client hereby irrevocably waives any claim to immunity with regard to any proceedings in connection with an arbitration or arbitral award pursuant to

this Agreement, including, without limitation, immunity from service of process, immunity from pre-judgment or post-judgment attachment or similar remedy, immunity from the jurisdiction of any court, and immunity from execution of any of its property.

10.10 Non-Waiver. No delay or omission by either party in exercising any right under this Agreement will be construed as a waiver of that right. No waiver will be effective unless in writing and signed by the party waiving the right.

10.11 Relationship of the Parties. The relationship between the parties is that of independent contractors. This Agreement is not to be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party. No employee of a party will be deemed to be an employee of the other party by virtue of this Agreement.

10.12 Press Releases; Publicity. Fair Isaac may issue a press release stating factual information regarding the relationship between Fair Isaac and Client at the time this Agreement is entered into by the parties. Fair Isaac shall first submit the press release to Client for Client's approval. The parties may issue additional press releases from as mutually agreed by the parties. All press releases or other publicity sought to be issued by either or both parties pursuant to this section must, prior to release, be reviewed and approved by each party, which approval may not be unreasonably withheld or be delayed more than 5 business days. Subject to Client's prior written consent (which must not be unreasonably or arbitrarily withheld), Fair Isaac may include Client's name in its marketing and promotional materials regarding the availability of any of its products or services to other clients.

10.13 Entire Agreement; Construction; Amendment. This Agreement represents the complete agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written), as well as the terms of all existing or future purchase orders and acknowledgments. Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon either party unless expressly set forth in a writing signed by authorized representatives of Client and Fair Isaac. Notwithstanding the foregoing, if the parties have entered into a Signed License Agreement, the terms of the Signed License Agreement will prevail over the terms of this Agreement.

10.14 Construction; Severability. This Agreement is not to be more strongly construed against either party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unenforceable, unlawful, or invalid in any respect, then that provision will be deemed ineffective only to the extent of its illegality or invalidity, without invalidating the remainder of that provision or any of the remaining provisions of this Agreement. If a provision is determined to be unlawful, or invalid, then that provision is to be deemed severable from the remaining provisions of this Agreement, and the enforceability, validity, and lawfulness of the remaining provisions will not be impaired.

10.15 Force Majeure. Notwithstanding anything to the contrary in this Agreement, Fair Isaac will not be deemed to be in default of any provision of this Agreement or be liable to Client or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, or other labor or civil disturbance, interruption of power service, interruption of communications service, problems with the Internet, epidemic, act of any other person not under the control or direction of either party or other similar cause.

10.16 Headings. The article and section headings in this Agreement are for reference only, and do not form part of this Agreement.

10.17 Notices. Any notices required to be given in writing under this Agreement must be sent to the recipient's address or facsimile number provided in the Purchasing Documentation. Notices will be deemed given on the date of actual delivery, whether personally, by a recognized international overnight delivery carrier, or by facsimile (provided that the facsimile notice is promptly confirmed in writing using another method for giving notice provided in this section). Either party may change its address or facsimile number for notices at any time by giving written notice to the other party.

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