

WATCH SUBSCRIBER AGREEMENT
(Permissible Purpose)

This Agreement is made this 01 day of 11, 2000, by and between Trans Union LLC (hereinafter referred to as ("Trans Union")) and Universidad of Puerto Rico, Mayaguez Campus (hereinafter referred to as "Subscriber").

1. Trans Union is in the business of providing consumer credit information to subscribers who have a permissible purpose for receiving such information.
2. Trans Union has developed a unique and proprietary account monitoring system for use on its data base of credit information, which detects selected changes to consumer credit reports selected by Subscriber ("Watch").
3. Subscriber is a company that desires to purchase consumer credit information in the form of Watch notification reports from Trans Union in connection with the review of its accounts. It agrees to request Watch reports only on its own open accounts and closed accounts with balances and for the review and possible action thereon, and for no other purpose, pursuant to Section 604 of the Fair Credit Reporting Act. Subscriber must notify Trans Union in a mutually acceptable format of any desired changes to or deletion of any Watch set, and shall delete Watch sets on any consumers if Subscriber ceases to have a permissible purpose to receive consumer data on such consumers.
4. Subscriber hereby requests that Trans Union set Watches on the files that will be designated from time to time during the term hereof in a mutually agreed upon format and to provide the reports that meet the criteria specified by Subscriber (Watch hit) providing indicative information and the Watch hit satisfaction data. Trans Union agrees to perform such processing as reasonably practicable.
5. Subscriber agrees to pay to Trans Union the processing fees for Watch, as published by Trans Union from time to time. The fees may be changed by Trans Union from time to time upon a prior thirty (30) day notice. Such fees are due as of the date indicated in Exhibit A. Fees for late payments shall be assessed an amount equal to 1 1/2% per month. If any collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorney's fees.
6. Trans Union shall use its best efforts to perform its obligations hereunder, but makes no guarantees. Subscriber recognizes that many factors are taken into account in making credit decisions and, therefore, agrees that Trans Union shall not be liable for any loss, costs or expense of Subscriber resulting from the use of Watch.
7. Each party hereto shall be responsible for compliance with all laws and regulations to which it is subject. Subscriber shall comply with all laws and regulations applicable to it in the event any action is taken on accounts based on Watch processing, including but not limited to notifying consumers of adverse actions, as required by the Fair Credit Reporting Act.
8. This Agreement states the entire understanding of the parties as to the subject matter hereof,

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supersedes all prior correspondence, documentation or representations, and may not be amended except by written agreement signed by both. However, this Agreement does not supersede any other agreement in effect between the parties relating to credit reporting.

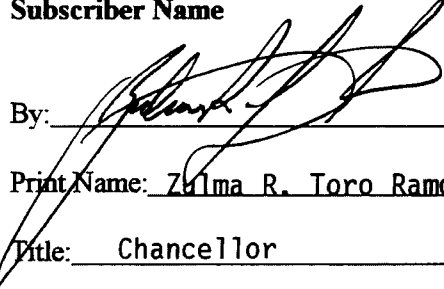
9. This Agreement shall be in effect for one year from the date hereof, and thereafter shall be automatically renewed, from year to year, except that either party may terminate this Agreement at any time upon a prior ninety (90) day notice to the other. Additionally, Trans Union may cancel this Agreement immediately for cause, such as non-payment or violation of any law.
10. Neither party may assign its rights or obligations hereunder except with the prior written consent of the other party.
11. Nothing contained in this Agreement is intended to create a joint venture or partnership between the parties. Each party shall be fully independent in its business operations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Trans Union LLC

University of Puerto Rico, Mayagüez Campus
Subscriber Name

By: 
Print Name: Jose A. Rodriguez
Title: Financial Adm. Compliance
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By: 
Print Name: Zulma R. Toro Ramos, Ph. D.
Title: Chancellor

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