

GENERAL TERMS & CONDITIONS

These GENERAL TERMS & CONDITIONS ("Terms,") and together with the Order Form(s) ("Order(s)") executed by the parties, the "Agreement") set forth the terms and conditions pursuant to which First Lenders Data, LP, a Texas limited partnership managed by First Lenders Data, Inc., a Delaware corporation d/b/a FirstClose ("FirstClose") shall provide the services contemplated by the Order ("Services") to the customer listed on an Order ("Customer"). Each Order is subject to these Terms & Conditions. Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Order. In consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1. "Customer Data" means all electronic data or information that Customer or a User submits to the Service, including Third-Party Data.
- 1.2. "User" means an employee or independent contractor of Customer that Customer authorizes to use the Service on Customer's behalf.
- 1.3. "Service" means FirstClose's proprietary loan closing software-as-a-service, accessible through the Internet or LOS Interface, that is meant to help clients to obtain loan-related services provided by FirstClose and Third-Party Vendors (as detailed on Appendix A).
- 1.4. "Third-Party Products" means products and services offered by third parties through the Service and the FirstClose website.
- 1.5. "Third-Party Vendors" means vendors of Third-Party Products that are listed on Appendix A or clearly identified on our website.
- 1.6. "Click-Fee Vendors" means vendors of Third-Party Products that are offered via the Service at Customer's request on a Click-Fee basis.

2. SERVICE AND SUPPORT

2.1. **Provision of Service; Users.** During the Term and subject to the terms and conditions set forth herein (including payment of all amounts due and any restrictions or parameters), FirstClose (a) will provide Customer with access to its Service and make the Service available to Customer's administrative Users who have authority to manage and administer Customer's account ("Admins") and other Users ("Basic Users" and together with Admins, "Users"), in accordance with the parameters set forth in the Order and (b) grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, right to access and use the Service. Users will be required to abide by the terms of this Agreement. Any breach by a User will be deemed to be a breach by Customer. Customer shall be solely responsible for managing and administering User accounts, including issuing user names and passwords, provided that FirstClose may terminate or suspend any User's access to the Service for any breach without notice. Customer shall be solely responsible for the security and confidentiality of Customer's account information, including user names and passwords, and will ensure that no third party uses Customer's account. Customer shall promptly notify FirstClose in the event that Customer becomes aware of any unauthorized access to the Service or any violation of the terms of this Agreement by Customer or any User.

2.2. **Use of Service; Hosting and Maintenance.** Customer shall use the Service for its intended purpose and Customer's internal business use. Customer acknowledges that FirstClose may host the Service using its own infrastructure or it may engage a third party to host on its behalf. Updates may be provided at FirstClose's discretion at no additional charge, and FirstClose may, in its sole discretion, make any changes that it deems necessary or useful to maintain or enhance the quality or delivery of the Service or to comply with applicable law. FirstClose will notify Customer at least six months prior to making any change that will materially degrade the functionality of the Service used by Customer. As Customer's sole and exclusive remedy in the event of any such change, Customer may terminate this Agreement without penalty upon 30 days written notice. Scheduled system maintenance shall take place during a normal maintenance window, as reasonably determined by FirstClose. During such time, the Service may be unavailable. Emergency maintenance may be required at other times in the event of system failure.

2.3. **Support.** During the Term, FirstClose will provide Customer with a reasonable amount of telephone and email support regarding the Service. FirstClose will provide Customer with the training and implementation services specified in the applicable Order. Training and support may be provided via phone, email or in-app chat.

2.4. **Other FirstClose Services.** If FirstClose agrees to provide Customer with professional services, the parties will enter into a separate statement of work.

2.5. **Third-Party Products and Services.**

2.5.1. Customer may select to use Third-Party Products through the Service and the FirstClose website. Third-Party Vendors are listed on Appendix A or clearly identified on our website and Click-Fee Vendors may be offered via the Service at Customer's request on a click-fee basis. For example, Customer may currently choose to order flood certification, credit checks or title services from one of several Third-Party Vendors (Equifax, ServiceLink, Lereta, Assurant, CoreLogic, Chicago Title, etc.). Customer will select which Third-Party Vendors, Click-Fee Vendors and Third-Party Products to order via the Services or the Order.

2.5.2. Third-Party Vendors and Click-Fee Vendors may provide Third-Party Products to Customer pursuant to such vendor's separate terms and conditions ("Third-Party Terms"). Notwithstanding Section 7 (Confidentiality), Customer agrees that FirstClose may disclose Customer Data to Third-Party Vendors and Click-Fee Vendors in order for the Service to pass through Customer requests for Third-Party Products. Except as provided in Section 9.2, (a) FirstClose is not responsible for any acts or omissions of any Third-Party Vendor or Click-Fee Vendor (including those accessed through the Service or the FirstClose website) and (b) Customer uses Third-Party Products at its own risk. Customer acknowledges and agrees to fully comply with applicable Third-Party Terms. Customer agrees that it will not circumvent or attempt to circumvent the Service or any transactional fees that may be owed to FirstClose in connection any such action. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE THIRD-PARTY TERMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND THE APPLICABLE THIRD-PARTY TERMS, THE DISCLAIMERS SET FORTH AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO FIRSTCLOSE WITH RESPECT TO ALL THIRD-PARTY PRODUCTS.

2.5.3. Nothing in this Section 2.5 will relieve FirstClose of its obligations under the Property Report Terms or the Valuation Report Terms, if Customer purchases the relevant E&O coverage. See Section 2.6, Appendix B and Appendix C.

2.6. **Supplemental Terms.** To enjoy certain aspects of the services offered by FirstClose and third-party vendors, certain supplemental terms may apply. Current supplemental terms have been attached as Appendix B (Property Report Terms)¹, which apply to FirstClose's instant and manual property report services when E&O coverage is selected by Customer, Appendix C (Valuation Report Terms),² which apply to valuation E&O coverage when selected by

¹Neither Appendix B will apply to property reports ordered without E&O insurance. Appendix B-1 will apply to Property Reports with E&O gap coverage elections. Appendix B-2 will apply to Property Reports with E&O without gap coverage. Please refer to Appendix A and the Order for details.

²Neither Appendix C will apply if Customer does not purchase Valuation E&O coverage for valuation reports on the Order. Loss limit varies as specified on the Order and Appendix A. Appendix C-1 applies to E&O coverage for AVM, PCR and FirstClose Desktop Valuation. Appendix C-2 applies to E&O coverage for Full, Drive-by and Restricted Appraisal Reports (RAR) (referred to as "desktop" in Appendix C-2).

Customer and Appendix D (FCRA Terms), which indicates Customer it is a lender that has a permissible purpose for obtaining consumer report information in accordance with the Fair Credit Reporting Act. From time to time, FirstClose may offer additional services for which additional terms may apply and/or third-party vendors may require additional supplemental terms for their services. FirstClose will present additional supplemental terms and conditions for review and acceptance at the time that you undertake such activity within the Service, and any such supplemental terms (each, "**Supplemental Terms**") shall become a part of this Agreement. In the event of any conflict between the terms hereof and any Supplemental Terms, the Supplemental Terms shall govern with respect to the matters contemplated thereby.

3. CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES

3.1. **Customer Responsibilities.** Customer shall provide FirstClose with all information, materials and assistance as reasonably required for FirstClose to provide the Service for Customer and its Users pursuant to this Agreement. Customer shall: (i) cause Users to comply with this Agreement; (ii) cooperate with FirstClose so that FirstClose can provide the Service, including using reasonable efforts to make people and information available; (iii) be responsible for the Customer Data, except for FirstClose's obligations described in Section 7 (Confidentiality) and Section 8 (Third-Party Data); and (iv) use reasonable efforts to prevent unauthorized access or use of the Service. Customer shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity or by breach or attempted breach the security of the Service or any network, data, servers, computers or hardware used in connection with the Service. Customer will be solely responsible for the following: (i) providing all hardware, software, networking and communications capabilities required for use of the Service; (ii) at all times using the Service in accordance with the applicable documentation and any other written instructions provided to Customer by FirstClose; (iii) using the Service in a manner that does not infringe the intellectual property, privacy or other rights of third parties, and (iv) ensuring that Customer and its Users do not upload or transmit viruses or malicious code via the Service.

3.2. **Compliance with Applicable Law.** Customer and each User uses the Service at its own initiative and is responsible for compliance with any applicable laws, including without limitation any federal, state or local employment, privacy, data protection and/or tax laws. FirstClose may also impose limits on the use or access to the Service as required by law.

3.3. **Customer Data.** Customer and its Users are solely responsible for the Customer Data submitted to the Service by Users. Customer represents, warrants and agrees that (a) it has received proper consent and permission of any third party (e.g. borrowers and consumers) to submit data, including personally identifiable information, of such third party ("**Third-Party Data**") to the Service and to Third-Party Vendors as contemplated by Section 2.5 (Third-Party Applications and Services), (b) it will comply with Title V of the Gramm-Leach-Bliley Act and all rules and regulations promulgated thereunder ("**GLBA**") with respect to the Third-Party Data and (c) that the Third-Party Data is accurate, true and correct.

3.4. **Restrictions.** Customer may not rent, lease, lend, sell, redistribute, reproduce, make available or sublicense the Service, or use any component of the Service as a service bureau. Customer may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code, underlying structure, ideas or algorithms of, or modify, create derivative works of the Service, or any part thereof. If for some reason these restrictions are prohibited by applicable law or by an agreement FirstClose has with one of its licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s).

4. INTELLECTUAL PROPERTY.

4.1. **Reservation of Rights.** All intellectual property rights in and to the Service remain the sole property of FirstClose and/or its licensors. If Customer or any of its Users submits to FirstClose comments, suggestions, or other feedback regarding the Service ("**Feedback**"), Customer agrees that FirstClose will be free to use such Feedback for any purpose without accounting or obligation.

4.2. **Rights in Data.** As between FirstClose and Customer, Customer shall own all right, title, and interest in and to any Customer Data. Customer grants and agrees to grant to FirstClose a non-exclusive, transferable, sublicensable, royalty free license to use such Customer Data and provide it to Third-Party Vendors in order for them to provide the Third-Party Products to Customer and to provide the Service and use internally to monitor and improve the Service. It is Customer's sole responsibility to back-up Customer Data and Customer agrees and acknowledges that it may not have access to the Customer Data.

5. PAYMENT TERMS.

5.1. **Fees.** Applicable fees and pricing for the Service ("**Subscription Fees**"), any training or implementation services ("**Additional Fees**") and transactional fees for specific services and reports ("**Transaction Fees**") ordered by Customer from time to time are set forth on the Order. Subscription renewal pricing is specified in Section 11.2. Subscription Fees, Additional Fees and Transaction Fees are collectively referred to as "**Fees**."

5.2. **Payment Terms.** Unless otherwise specified on an Order, Customer hereby agrees to pay FirstClose the first monthly installment of Subscription Fees and all Additional Fees on or prior to the Order date. Subscription Fees are payable monthly (1/12th of the annual Subscription Fees each month) on the 1st of the month, using the credit card or other electronic payment method on file with Customer's account ("**Customer Payment Method**"). If Customer pays via one of FirstClose's third-party payment vendors (e.g. Stripe or PayPal), Customer agrees to abide by such vendor's then-current terms of use. Transaction fees may either be invoiced monthly and payable within 30 days of the applicable invoice date or at the time Customer requests the applicable service using the Customer Payment Method. Except to the extent otherwise provided in the Order, all Fees are non-refundable and are payable in U.S. dollars. If Customer has a good faith dispute on an amount reflected in any invoice, it shall provide written notice of such dispute and a reasonable description of such dispute to FirstClose within 90 days of the applicable invoice. Customer shall pay all undisputed amounts when due. Any amounts not disputed in good faith that remain unpaid past their due date shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law. FirstClose may also (at its discretion, without notice and in addition to other remedies it may have) suspend any services and Customer's and its Users' access to the Service if any undisputed amounts remain unpaid for more than 15 days past its due date.

5.3. **Taxes.** The Fees set forth on the Order do not include local, state or federal sales, use, value-added, transactional excise or personal property or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of FirstClose. FirstClose shall have no liability for any taxes owed by Customer or its Users as a result of their use of the Service.

6. WARRANTIES AND DISCLAIMER.

6.1. **Mutual Warranties.** Each party represents that it is a corporation that is duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated, and that it has the requisite corporate power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

6.2. **Service Level Warranty.** FirstClose will use commercially reasonable efforts to provide the Service with at least 98% uptime, excluding downtime caused by Customer, a third party or a force majeure event and downtime for maintenance.

6.3. **Disclaimer.** THE FOREGOING CONSTITUTES FIRSTCLOSE'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND THE SERVICE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. CUSTOMER SHALL NOT AND HAS NO AUTHORITY TO MAKE ANY WARRANTY ON BEHALF OF FIRSTCLOSE TO ANY USER CONCERNING THE SERVICE.

7. CONFIDENTIALITY.

7.1. **Definition.** "Confidential Information" means any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, or other business information, in each case disclosed by a disclosing party hereunder. Except as otherwise provided for herein, FirstClose's Confidential Information includes, without limitation, the Service, any FirstClose software comprising the same (if applicable), and the terms and conditions of this Agreement. Customer's Confidential Information includes, without limitation, the Customer Data.

7.2. **Exclusions.** Notwithstanding Subsection 7.1, nothing received by a receiving party shall be construed as Confidential Information which: (a) is now available or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure(s).

7.3. **Non-Use and Non-Disclosure.** The receiving party shall not disclose the disclosing party's Confidential Information to any third party (other than as set forth herein) and may only use the disclosing party's Confidential Information for the intended business purpose related to this Agreement and for the benefit of the disclosing party. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. It is understood that said Confidential Information shall remain the sole property of the disclosing party unless otherwise expressly set forth herein.

7.4. **Disclosure Required by Law.** Notwithstanding Subsection 7.3 above, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party must give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure.

8. **THIRD-PARTY DATA.** FirstClose will maintain the privacy of personal financial information contained within the Third-Party Data in accordance with federal and state laws, rules and regulations, including GLBA. FirstClose will take and maintain commercially reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure. Subject to Section 2.5 (Third-Party Applications and Services), FirstClose will not disclose any Third-Party Data to any third party. Upon request, FirstClose will return to Customer or destroy any Third-Party Data submitted by Customer upon termination or expiration of this Agreement, except for copies reasonably necessary for tax, audit or legal requirements.

9. LIMITATION OF LIABILITY; REMEDIES.

9.1. **NO LIABILITY FOR THIRD PARTIES.** Except as set forth in Section 9.2, FIRSTCLOSE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD-PARTY PRODUCTS OR THE ACTIONS OR OMISSIONS OF THIRD-PARTY VENDORS OR CLICK-FEE VENDORS. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY VENDOR OR CLICK-FEE VENDOR.

9.2. **REMEDIES FOR REPORTS OR PRODUCTS PROVIDED THROUGH THE SERVICES.** To the extent there is an error or defect in any report, product or service provided through the Service (including those provided by Third-Party Vendors), Customer may seek a refund of the fees paid by Customer for the applicable report, product or service. Unless Customer purchases insurance (E&O) coverage offered by FirstClose for such report, product or service, SUCH REFUND WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FIRSTCLOSE'S ENTIRE LIABILITY FOR SUCH ERROR OR DEFECT. If Customer purchases insurance (E&O) coverage, THEN CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WILL BE AS SET FORTH IN THE APPLICABLE E&O APPENDIX (APPENDIX B OR C). NOTWITHSTANDING THE FORGOING, FIRSTCLOSE DISCLAIMS ALL LIABILITY FOR THE REPORTS, PRODUCTS AND SERVICES PROVIDED BY, AND ALL ACTS AND OMISSIONS OF, THIRD-PARTY VENDORS AND CLICK-FEE VENDORS.

9.3. **DISCLAIMER OF DAMAGES.** EXCEPT FOR INFRINGEMENT OF FIRSTCLOSE INTELLECTUAL PROPERTY RIGHTS AND A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

9.4. **MAXIMUM LIABILITY.** EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, THE AGGREGATE LIABILITY OF FIRSTCLOSE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE.

9.5. **Allocation of Risk.** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and voluntary allocation between them of the risk associated with Customer's use of the Service and, but for this provision, FirstClose would not have made the Service available to Customer hereunder. FirstClose's compensation reflects such allocations, and the limitations and exclusions will apply notwithstanding the failure of essential purpose of any limited remedy contained herein.

10. INDEMNIFICATION.

10.1. **By FirstClose.** FirstClose shall defend Customer from and against any claim, demand, or action in any form brought by a third party against Customer, and indemnify and hold Customer harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case to the extent arising from or related to any allegation that the Service, as provided to Customer and used within the scope of this Agreement, infringes any U.S. patent, copyright, or trade secret. Notwithstanding the forgoing, FirstClose will have no liability for any infringement claim of any kind if the claim results from: (a) modifications made other than by FirstClose; (b) unauthorized or unlicensed use; (c) any Third-Party Product; (d) the combination, operation or use of any component of the Service with equipment, devices or software not supplied by FirstClose, to the extent such a claim would have been avoided if the Service was not used in such combination; (e) use of information, materials, reports, Customer Data or marks provided to FirstClose; or (f) or compliance by FirstClose with designs, plans or specifications furnished by or on behalf of Customer.

10.2. **By Customer.** Customer shall defend FirstClose from and against any claim, demand, or action in any form and indemnify and hold FirstClose harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees in each case arising from or related to: (a) unauthorized or illegal use of the Service by Customer or any User or (b) any Customer Data.

10.3. **Rights Upon Infringement.** If Customer's use of the Service is, or in FirstClose's opinion is likely to be, enjoined due to the type of infringement specified in Subsection 10.1 above, FirstClose may, at its sole option and expense: (a) procure for Customer the right to continue using the same under

the terms of this Agreement; (b) replace or modify the same so that it is non-infringing; or (c) if options (a) and (b) above cannot be accomplished despite FirstClose's commercially reasonable efforts, then FirstClose may terminate Customer's rights and FirstClose's obligations hereunder with respect to the applicable Platform Element(s) and refund a prorated portion of any pre-paid Fees paid therefor, based upon Customer's use to date.

10.4. Conditions Precedent. The indemnifying party will have no obligation under this Section as to any claim, suit, or proceeding unless: (a) the indemnified party promptly notifies the indemnifying party in writing of such claim, suit, or proceeding; (b) the indemnifying party has sole control of its defense and settlement; and (c) the indemnified party, upon request of the indemnifying party, cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnifying party keeps the indemnified party informed of and consults with the indemnified party in connection with the progress of such litigation or settlement; and (c) the indemnified party may choose to participate in the defense or settlement of the claim at its own expense.

10.5. Sole Remedy. The provisions of this Section sets forth FirstClose's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any proprietary or intellectual property rights of any kind.

11. TERM AND TERMINATION.

11.1. Term. This Agreement will commence on the Effective Date and unless terminated as set forth herein, will continue for so long as a subscription for the Service or an Order is still in effect hereunder.

11.2. Subscription Renewals and Renewal Pricing. Unless one party notifies the other of its intention not to renew not less than sixty (60) days prior to the applicable anniversary of the Effective Date, the Service subscription shall automatically renew for successive periods of one (1) year following the Initial Term specified on the applicable Order. Subscription Fees and Transaction Fees will increase 5% per year (or, if greater, to FirstClose's then current pricing) for each Renewal Term. The Initial Term and any Renewal Term shall be the "Term" of the applicable Subscription.

11.3. Termination. In the event that a party is in material breach of the terms of this Agreement or any Third-Party Terms and such party does not cure such breach within thirty (30) days following notice thereof, then the other party may immediately suspend performance (including delivery and/or access to the Service or delivery of reports, in the case of FirstClose) or terminate the applicable Order and/or this Agreement by sending written notice to the breaching party.

11.4. Effect of Expiration or Termination. Sections 3.3, 3.4, 4, 5 (with respect to amounts accrued or payable prior to termination), 6.3, 7, 9, 10, 11.4 and 12.2-12.14 shall survive any expiration or termination of this Agreement. All other rights and obligations shall cease and be of no further force or effect.

12. GENERAL.

12.1. Publicity. At a mutually agreed upon time, the parties may agree to issue a joint press release to announce their relationship, provided that neither party may issue such press releases relating to this Agreement without the prior written approval of the other. During the Term, either party may include the name and logo of the other party in lists of customers or vendors (including lists published on such party's website or in marketing materials), in accordance with the other party's standard trademark usage guidelines (if any).

12.2. Entire Agreement. This Agreement, including the Order(s) and any schedules and/or attachments referenced herein or issued hereunder constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersede any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof, provided that with respect to Confidential Information disclosed thereunder this Agreement shall not affect any surviving provision of any NDA or other agreement by and between the parties. No waiver, alteration, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto, or unless and except to the extent Vendor or User accepts a subsequent click-to-accept agreement delivered by FirstClose via the Service.

12.3. Governing Law and Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements entered into, and to be performed entirely, within Texas between Texas residents. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

12.4. Arbitration. Any dispute, controversy or claim arising out of this Agreement will be settled by binding arbitration pursuant to the Commercial Rules (or Consumer Rules, to the extent applicable) of the American Arbitration Association ("Rules") then in effect. Notwithstanding those Rules, the following provisions will apply to such arbitration: (a) Texas law shall apply, (b) the arbitration will be conducted by a single arbitrator; however, at the request of either party, a panel of three arbitrators will conduct the arbitration, with one arbitrator chosen by each of the parties and the third appointed by the other two arbitrators, (c) the fees of the arbitrator(s) shall be equally borne (50/50) by the parties, and (d) the proceedings shall be in the English language and shall take place in Austin, Texas or another location reasonably convenient to both parties. The arbitrator(s) shall reach a binding decision regarding the issues presented as it deems fair, reasonable and appropriate, and such decision shall have the full force and effect of a binding judgment, which may be entered in any court having proper jurisdiction. Notwithstanding this provision, each party may seek injunctive relief in any court of competent jurisdiction. The parties agree to resolve any dispute in arbitration on an individual basis only, and not on a class or collective basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the arbitration may still proceed on an individual basis only.

12.5. Relationship of Parties. The parties are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. FirstClose reserves the right to utilize subcontractors.

12.6. Attorneys' Fees. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

12.7. Equitable Relief. The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to FirstClose for which monetary damages alone would not be an adequate remedy, and therefore FirstClose shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.8. Force Majeure. FirstClose shall not be deemed to have breached any provision of the Agreement or be liable in any way for any delay, failure in performance, loss, damage or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruption or failures of communication systems or Internet

equipment or service, other catastrophes, equipment failure, acts or omissions of Third-Party Vendors or any other occurrences which are beyond FirstClose's control.

12.9. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer ("use") of the Service, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Service was developed at FirstClose's private expense and is commercial in nature. By using or receiving the Service, any Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

12.10. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that no consent is required in connection with a merger, reorganization, consolidation, amalgamation, sale of assets or similar transaction. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.

12.11. **Severability.** The invalidity or unenforceability of any provision hereof, or any terms thereof, shall not affect the validity of the Agreement as a whole, which will at all times remain in full force and effect.

12.12. **Waiver.** The failure of either party to enforce at any time the provisions of the Agreement, or the failure to require at any time performance by the other party of any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

12.13. **Order of Preference.** If there is a conflict between the terms and conditions of this Agreement and any Appendices incorporated by reference, they shall have the following precedence: Appendices B-D, followed by these General Terms, and then Appendix A.

12.14. **Notices.** All notices required or permitted under the Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in this Section or in the Order or to such other address as may be specified by either party to the other in accordance with this Section. Notices to FirstClose should be sent to First Lenders Data, Inc., 6618 Sitio Del Rio Blvd, Bldg. E #101, Austin, TX 78730 Attn: Tedd Smith.

APPENDIX B-1
(Applicable to Reports with E&O and Gap Coverage)
Additional Terms Applicable to Property Report Services

The terms set forth in this Appendix B-1 ("Property Report Terms") will apply to Instant and Manual Property Report Services that may be provided to Customer under the Agreement. These Property Report Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

Section 1.0. PRODUCTS, SERVICES AND USAGE:

- 1.1. Property Report:** A "Property Report" is defined as a current owner real estate report exclusively compiled from public records that includes the current owner vesting information, legal description of the property, and all open mortgages, judgments, liens and encumbrances, and that is delivered by FirstClose to Customer, which is subject to these Property Report Terms.
- 1.2. Transfers of Loans or Servicing:** FirstClose's obligation and liability under this Agreement passes with the loan if a transfer of the loan or its servicing occurs. Advanced notice to FirstClose of such transfer is not required. "Lender" refers to either Customer or transferee, as applicable.
- 1.3. Use of Property Report (Eligible Mortgage Loans):** The Property Report may be used only by the Customer to evaluate and underwrite Refinance First Mortgage, Second Mortgage, and Home Equity Mortgage loans that meet the following criteria. Such loans are referred to herein as "Eligible Mortgage Loans".
 - A. Home Equity Lines and Loans not to exceed \$500,000 loan amount
 - B. Refinancing Loans not to exceed \$500,000 loan amount
 - C. Credit report must be obtained on all borrowers and minimum credit score is 520
 - D. Loan-to-value and combined Loan-to-value not to exceed 100%
 - E. Loan must close within forty-five (45) days of the date of the Property Report
 - F. Documents must be submitted for recordation within fifteen (15) days of funding
 - G. Residential properties only
 - H. Property must be in the United States of America
- 1.4. Ineligible Mortgage Loans:** The following loans are excluded from Eligible Mortgage Loans.
 - A. Loans on Commercial properties
 - B. Loans on Residential properties of five (5) units or more
 - C. Loans on Properties where prohibited by state law or located outside of the United States
 - D. Purchase Money Loans

Section 2.0. OBLIGATIONS AND LIABILITIES:

- 2.1. Obligation:** FirstClose shall (1) provide a Property Report to the Customer that is materially accurate based on the most current public data available and that discloses all open mortgages, judgments, liens and encumbrances on the property so that if the Lender's security interest in the property is correctly recorded, the security interest will be in the order of priority indicated by the Property Report; and (2) if FirstClose assumes the obligation to record the security interest, it will do so correctly, consistent with the information contained in the property report.
- 2.2. Liability:** In the event FirstClose fails to meet the obligation set forth in Section 2.1 (its "Obligation") but subject to the terms and conditions of these Property Report Terms, FirstClose shall reimburse Lender for any direct financial loss ("Loss") incurred by Lender as a result of such failure; however, (a) FirstClose's total liability shall be limited to the least of the remedies set forth in Section 4.0 below ("Remedies"); and (b) FirstClose shall not have any liability for Loss actually or allegedly arising out of inaccurate information contained in the Property Report if Lender was aware of the inaccuracy of the information based upon information independently developed by Lender through such means as a borrower credit report, loan application or other means.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its Obligation resulting in Loss to Lender, Lender may seek one of the Remedies only if all of the following conditions are met:

- 3.1.** The Lender has a financial interest in the property pursuant to a loan agreement that is secured by a deed of trust or similar recorded security instrument; and
- 3.2.** The Lender has documented that the loan is an Eligible Mortgage Loan; and
- 3.3.** The Lender has timely paid all fees for the Property Report to FirstClose; and
- 3.4.** The Lender has:
 - A. Foreclosed upon and sold the secured property to a disinterested third party; or

- B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:
 - 1. The Eligible Mortgage Loan is in default; and
 - 2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
 - 3. The Lender has presented to First Close a written determination, signed by an authorized representative of Lender, that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
 - 4. Lender has charged-off the Eligible Mortgage Loan.
- 3.5. Neither the Lender nor any party submitting the claim for Loss on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of these Property Report Terms; otherwise, the Property Report Terms are void with respect to the loan for which the claim for Loss is submitted.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its Obligation under this Agreement, Lender has suffered a Loss, and Lender has satisfied the conditions set forth in Section 3.0 ("Conditions") and complied with the claim process set forth in Section 5.0 ("Claim Process"), FirstClose will reimburse Lender the least of:

- 4.1. The amount of the Loss directly attributable to the specific item(s) of information inaccurately contained in or missing or omitted from the Property Report; or
- 4.2. The original loan amount, or
- 4.3. The Lender's "Actual Financial Loss", as determined by:
 - A. The sum of:
 - 1. The mortgagor's unpaid principal mortgage balance; and
 - 2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) days; and
 - 3. Outstanding escrow advances, if any; and
 - 4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.
 - Less:
 - B. The sum of:
 - 1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
 - 2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
 - 3. Non-applied escrowed balances; and
 - 4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan.
- 4.4. The maximum amount allowed by applicable state law.
- 4.5. \$500,000.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for Loss under these Property Report Terms, Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for Loss void.

- 5.1. Submit a written claim for Loss to FirstClose within sixty (60) days of foreclosure sale, or within three hundred sixty five (365) days from the last loan payment if Lender has satisfied the conditions demonstrating the property is uneconomic to foreclose upon; and
- 5.2. Submit a signed proof of Loss to First Close within ninety (90) days of the claim for Loss.
- 5.3. Include the following documents and information in the proof of Loss:
 - A. Documents and calculations evidencing the Lender's Actual Financial Loss;
 - B. Copy of the original Property Report;
 - C. Copy of the borrower credit report(s), application, affidavit, and loan file documents used to underwrite the loan;
 - D. Documents and evidence demonstrating that the Property Report contains inaccurate information causing Loss, and;
 - E. The amount of the Loss
- 5.4. Cooperate with FirstClose or its authorized representative in the investigation and settlement of the claim for Loss. Lender shall make every effort to mitigate its Loss to the greatest extent possible including taking actions to enforce its lien and/or correct any inaccuracies in the information contained in the Property Report or in the security instrument recorded by FirstClose.

Section 6.0. SETTLEMENT AND PAYMENT:

FirstClose Lender Order Form and Terms v.20181205

Payment due under the terms of these Property Report Terms shall be made within sixty (60) days after the Lender's claim for Loss, and the amount payable under these Property Report Terms, has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION/EXPIRATION OF PROPERTY REPORTS:

These Property Report Terms may be terminated by either party for any reason upon sixty (60) days advance written notice. Each Property Report issued pursuant to these Property Report Terms prior to termination or expiration will continue in effect for the life of the Eligible Mortgage Loan and remain subject to the terms and conditions here.

APPENDIX B-2
(Applicable to Reports with E&O, but without Gap Coverage)
Additional Terms Applicable to Instant Property Report Services

The terms set forth in this Appendix B-2 ("Property Report Terms") will apply to Instant and Manual Property Report Services that may be provided to Customer under the Agreement. These Property Report Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

Section 1.0. PRODUCTS, SERVICES AND USAGE:

- 1.1. Property Report:** A "Property Report" is defined as a current owner real estate report exclusively compiled from public records that includes the current owner vesting information, legal description of the property, and all open mortgages, judgments, liens and encumbrances, and that is delivered by FirstClose to Customer, which is subject to these Property Report Terms.
- 1.2. Transfers of Loans or Servicing:** FirstClose's obligation and liability under these Property Report Terms passes to a transferee with the loan if a transfer of the loan or its servicing occurs. Advanced notice to FirstClose of such transfer is not required. "Lender" refers to Customer or transferee, as applicable.
- 1.3. Use of Property Report (Eligible Mortgage Loans):** The Property Report may be used only by the Customer for mortgage loans that meet the following criteria. Such loans are referred to herein as "Eligible Mortgage Loans".
 - A. Home Equity Lines and Loans not to exceed \$500,000 loan amount
 - B. Refinancing Loans not to exceed \$500,000 loan amount
 - C. Credit report must be obtained on all borrowers and minimum credit score is 520
 - D. Loan-to-value and combined Loan-to-value not to exceed 100%
 - E. Residential properties only
 - F. Property must be in the United States of America
- 1.4. Ineligible Mortgage Loans:** The following loans are excluded from Eligible Mortgage Loans.
 - A. Loans on Commercial properties
 - B. Loans on Residential properties of five (5) units or more
 - C. Loans on Properties where prohibited by state law or located outside of the United States
 - D. Purchase Money Loans

Section 2.0. OBLIGATIONS AND LIABILITIES:

- 2.1. Obligation:** FirstClose shall (1) provide a Property Report to the Customer that is materially accurate based on the most current public data available and that discloses all open mortgages, judgments, liens and encumbrances on the property as of the effective date of the Property Report.
- 2.2. Liability:** In the event FirstClose fails to meet the obligation set forth in Section 2.1 (its "Obligation") but subject to the terms and conditions of these Property Report Terms, FirstClose shall reimburse Lender for any direct financial loss ("Loss") incurred by Lender as a result of such failure; however, (a) FirstClose's total liability shall be limited to the least of the remedies set forth in Section 4.0 below ("Remedies"); and (b) FirstClose shall not have any liability for Loss actually or allegedly arising out of inaccurate information contained in the Property Report if Lender was aware of the inaccuracy of the information based upon information independently developed by Lender through such means as a borrower credit report, loan application or other means.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its Obligation resulting in Loss to Lender, Lender may seek one of the Remedies only if all of the following conditions are met:

- 3.1.** The Lender has a financial interest in the property pursuant to a loan agreement that is secured by a deed of trust or similar recorded security instrument; and
- 3.2.** The Lender has documented that the loan is an Eligible Mortgage Loan; and
- 3.3.** The Lender has timely paid all fees for the Property Report to FirstClose; and
- 3.4.** The Lender has:
 - A. Foreclosed upon and sold the secured property to a disinterested third party; or
 - B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:
 1. The Eligible Mortgage Loan is in default; and

2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
3. The Lender has presented to First Close a written determination, signed by an authorized representative of Lender, that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
4. Lender has charged-off the Eligible Mortgage Loan.

3.5. Neither the Lender nor any party submitting the claim for Loss on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of these Property Report Terms; otherwise, the Property Report Terms are void with respect to the loan for which the claim for Loss is submitted.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its Obligation under this Agreement, Lender has suffered a Loss, and Lender has satisfied the conditions set forth in Section 3.0 ("Conditions") and complied with the claim process set forth in Section 5.0 ("Claim Process"), FirstClose will reimburse Lender the least of:

- 4.1. The amount of the Loss directly attributable to the specific item(s) of information inaccurately contained in or missing or omitted from the Property Report; or
- 4.2. The original loan amount, or
- 4.3 The Lender's "Actual Financial Loss", as determined by:
 - A. The sum of:
 1. The mortgagor's unpaid principal mortgage balance; and
 2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) days; and
 3. Outstanding escrow advances, if any; and
 4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.
 - Less:
 - B. The sum of:
 1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
 2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
 3. Non-applied escrowed balances; and
 4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan.
- 4.4 The maximum amount allowed by state law.
- 4.5 \$500,000.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for Loss under these Property Report Terms, Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for Loss void.

- 5.1. Submit a written claim for Loss to FirstClose within sixty (60) days of foreclosure sale, or within three hundred sixty five (365) days from the last loan payment if Lender has satisfied the conditions demonstrating the property is uneconomic to foreclose upon; and
- 5.2. Submit a signed proof of Loss to First Close within ninety (90) days of the claim for Loss.
- 5.3. Include the following documents and information in the proof of Loss:
 - A. Documents and calculations evidencing the Lender's Actual Financial Loss;
 - B. Copy of the original Property Report;
 - C. Copy of the borrower credit report(s), application, affidavit, and loan file documents used to underwrite the loan;
 - D. Documents and evidence demonstrating that the Property Report contains inaccurate information causing Loss, and;
 - E. The amount of the Loss
- 5.4. Cooperate with FirstClose or its authorized representative in the investigation and settlement of the claim for Loss. Lender shall make every effort to mitigate its Loss to the greatest extent possible including taking actions to enforce its lien and/or correct any inaccuracies in the information contained in the Property Report or in the security instrument recorded by FirstClose.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of these Property Report Terms shall be made within sixty (60) days after the Lender's claim for Loss, and the amount payable under these Property Report Terms, has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION/EXPIRATION OF PROPERTY REPORTS:

These Property Report Terms may be terminated by either party for any reason upon sixty (60) days advance written notice. Each Property Report issued pursuant to these Property Report Terms prior to termination or expiration will continue in effect for the life of the Eligible Mortgage Loan and remain subject to the terms and conditions hereof.

APPENDIX C-1
Alternative Valuation Report Service Agreement
(Applies to AVM, PCR and FirstClose Desktop Valuation)
When Purchased by Customer

Section 1.0. PRODUCTS, SERVICES AND USAGE:

- 1.1. Alternative Valuation Report:** An Alternative Valuation Report ("report") is defined as an automated valuation model (AVM) with property condition report, or a hybrid valuation delivered by FirstClose to Customer for a fee and which is subject to this Alternative Valuation Report Service Agreement ("service agreement").
- 1.2. Transfers of Loans or Servicing:** FirstClose's "obligation" and "liability" under this "service agreement" passes to the transferee with the loan if a transfer of the loan or its servicing occurs. Advance notice to FirstClose of such transfer is not required. "Lender" refers to Customer or transferee, as applicable. The foregoing shall not apply, however, to "liability" which arises under paragraph B. of Section 2.2, Liability, wherein loan repurchase shall apply only to the Customer.
- 1.3. Use of Valuation Report (Eligible Mortgage Loans):** The "report" may be used only by the Customer to evaluate and underwrite loans that meet the following criteria. Such loans are referred to herein as Eligible Mortgage Loans:
- A. First mortgage, refinance mortgage, home equity, and home equity lines of credit not to exceed \$1,000,000; and
 - B. Credit report must be obtained on all borrowers and minimum FICO score is 520; and
 - C. Loan-to-value and combined loan-to-value not to exceed 100%.
- 1.4. Ineligible Mortgage Loans:** The following loans are excluded from Eligible Mortgage Loans:
- A. Commercial properties
 - B. Residential properties of five (5) units or more
 - C. Properties located outside of the United States

Section 2.0. OBLIGATIONS AND LIABILITIES:

- 2.1. "Obligation":** FirstClose shall provide a "report" to the Customer that places an accurate value on the property. Accurate means that the value reported in the "report" is no more than one hundred and ten percent (110%) of the property value as determined by a "retrospective valuation" obtained by the Lender. However, if FirstClose disputes Lender's "retrospective valuation," accurate means that the value reported in the "report" is no more than one hundred and ten percent (110%) of the property value as determined by a "retrospective valuation" obtained in accordance with the dispute provisions set forth in Section 5.0, Claim Process. "Retrospective Valuation" means a valuation performed by unaffiliated and disinterested valuation firm that calculates the value of the property as of the date of the "report" using recognized valuation procedures and taking into account information reasonably knowable by FirstClose at the time the "report" was generated. The valuation does not reflect the customary discount due to foreclosure status or a discount for neglect and damage incurred after the date of the original appraisal.
- 2.2. "Liability":** In the event that FirstClose fails to meet its "obligation," FirstClose shall reimburse Customer for any direct financial "loss" incurred by Customer as a result of such failure; however, FirstClose's total "liability" shall be limited to the least of Remedies set forth in 4.0 below.
- A. In the case of loan foreclosure or default the least of the Remedies set forth in Section 4.0 when Customer has satisfied conditions 3.1 through 3.7, in Section 3.0 Conditions; or
 - B. In the case of loan repurchase demand from a Government Sponsored Enterprise (GSE): the least of the Remedies set forth in Section 4.4 when the Customer has satisfied all conditions, as revised in this Agreement, except for 3.5, in Section 3. Conditions.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its "obligation" resulting in "loss" to Lender, Lender may seek Remedies under this Agreement if all of the following conditions are met:

- 3.1.** Lender has timely paid all fees for the "report" to FirstClose; and
- 3.2.** Lender has documented that the loan is an Eligible Mortgage Loan; and
- 3.3.** Lender has a financial interest in the property pursuant to a mortgage agreement that is secured by a deed of trust or similar recorded security instrument; and
- 3.4.** The "loss" is reported within seven (7) calendar years of the date of the "report"; and
- 3.5.** Lender has:
 - A. Foreclosed upon and sold the secured property to a disinterested third party; or
 - B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:

1. The Eligible Mortgage Loan is in default; and
 2. Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
 3. Lender has presented to FirstClose a written determination, signed by an authorized representative of Lender that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
 4. Lender has charged-off the Eligible Mortgage Loan.
- 3.6. Neither Lender nor any party submitting the claim for "loss" on behalf of Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of the "service agreement"; otherwise, the "service agreement" is void with respect to the loan for which the claim for "loss" is submitted.
- 3.7. Lender did not engage in adverse selection. Adverse selection includes obtaining "reports" from FirstClose on selected Eligible Mortgage Loans that (1) carry a higher default risk than the average loan meeting the criteria for Eligible Mortgage Loans, or (2) that are supported by "reports" that Lender has reason to believe fail to meet FirstClose's "obligation."
- 3.8. Lender is obligated to repurchase a performing loan from the transferee who first purchased the loan directly from the Customer owing solely to an inaccurate "report" and, such repurchase has been completed by the Lender and (1) Lender has made a reasonable effort to satisfy the purchaser's issue with the original "report"; and (2) Lender has received fair market value from a disinterested third party for the resale of the property.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its "obligation" under this "service agreement," Lender has suffered a "loss," and Lender has satisfied the Conditions and complied with the Claim Process, FirstClose will reimburse Lender the least of:

- 4.1 Except with respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, 100% of the difference between the "report" value and the value subsequently established by "retrospective valuation," (if deductible option is selected) less 10% of the "report" value; or
- 4.2 The Lender's actual financial "loss," as determined by:
- a. The sum of:
 1. The mortgagor's unpaid principal mortgage balance; and
 2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) calendar days; and
 3. Outstanding escrow advances, if any; and
 4. Reasonable attorney fees, not including fees or estimates of fees from Lenders staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:
 - B. The sum of:
 1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
 2. Proceeds received by Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
 3. Non-applied escrowed balances; and
 4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan; or
- 4.3 \$100,000
- 4.4 With respect to "loss" where Customer has a repurchase demand and has satisfied all Conditions, including Condition 3.8, the lesser of the amount specified in Remedy 4.3 or 100% of the difference between the repurchase cost (less any fees, penalties, or other administrative charges) of the loan from the transferee who first purchased the loan directly from the Customer and, the proceeds of the subsequent sale of said loan.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for "loss" under this "service agreement," Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for "loss" void.

- 5.1. Submit a written claim for "loss" to FirstClose within sixty (60) calendar days of foreclosure sale or repurchase sale, or three hundred sixty-five (365) calendar days from the date of the last loan payment if Lender has satisfied the conditions demonstrating that the property is uneconomic to foreclose upon; and
- 5.2. Submit a signed written proof of loss to FirstClose within ninety (90) calendar days of the date of the notice of a claim for "loss"; and
- 5.3. Include the following items in the proof of loss:
- A. A "retrospective valuation" of the property performed on Lender's behalf; and
 - B. In the event of foreclosure, evidence of foreclosure and documents relating to subsequent sale of property to a disinterested third party; and
 - C. In the event of default, evidence that all of the Conditions have been met; and

- D. Documents and calculations evidencing Lender's actual financial loss; and
- E. With respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, (i) a copy of the document requiring repurchase of the loan from the transferee who first purchased the loan from the Lender (ii) evidence of said repurchase cost (iii) a copy of the document evidencing sale price of loan subsequent to its repurchase; and

5.4. Cooperate with FirstClose and their authorized representatives in the investigation and settlement of the claim for "loss." Lender shall make every effort to mitigate its "loss" to the greatest extent possible.

Should FirstClose dispute the claim, the amount of "loss" claimed, or the decision of Customer not to foreclose, FirstClose shall provide Lender with the reason(s) for the dispute.

Should FirstClose dispute the value stated in Lender's "retrospective valuation", FirstClose shall select an unaffiliated and disinterested professional valuation firm to perform a second "retrospective valuation" of the secured property. Prior to performing this "retrospective valuation", FirstClose shall present its selection of the valuation firm to Lender. Lender shall either accept FirstClose's proposed valuation firm or propose a different valuation firm meeting the same qualifications within thirty (30) calendar days. FirstClose shall either accept Lender's proposed valuation firm within thirty (30) calendar days, or disapprove of such valuation firm, in which case the two disapproved valuation firms shall select a third valuation firm, meeting the same qualifications, within fifteen (15) calendar days. If Lender accepts FirstClose's proposed valuation firm, FirstClose shall pay for the valuation. If Lender rejects FirstClose's proposed valuation firm and FirstClose accepts Lender's proposed valuation firm, Lender shall pay for the valuation. If the valuation firm is chosen by the two-disapproved valuation firms, Lender and FirstClose shall share equally in the cost of the valuation. The chosen valuation firm shall perform a "retrospective valuation" within thirty (30) calendar days after selection. This "retrospective valuation" shall be binding on both Lender and FirstClose and shall determine the final valuation of the property.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of this "service agreement" shall be made within thirty (30) calendar days after the Lender's claim for "loss," and the amount payable under the "service agreement" has been validated by FirstClose and Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION:

This "service agreement" may be terminated by either party for any reason upon sixty (60) calendar days advance written notice.

APPENDIX C-2
VALUATION REPORT SERVICE AGREEMENT
Applies to Full, Drive-By and Desktop Valuation
When Purchased by Customer

Section 1.0. PRODUCTS, SERVICES AND USAGE:

- 1.1. Valuation Report:** A Valuation Report ("report") is defined as an interior (full appraisal), exterior (drive-by) or desktop real estate valuation delivered by FirstClose to Customer for a fee, and which is subject to this Valuation Report Service Agreement ("service agreement").
- 1.2. Transfers of Loans or Servicing:** FirstClose's "obligation" and "liability" under this "service agreement" passes to the transferee with the loan if a transfer of the loan or its servicing occurs. Advance notice to FirstClose of such transfer is not required. "Lender" refers to Customer or a transferee, as applicable. The foregoing shall not apply, however, to "liability" which arises under paragraph B. of Section 2.2, Liability, wherein loan repurchase shall apply only to the Customer.
- 1.3. Use of Valuation Report (Eligible Mortgage Loans):** The "report" may be used only by the Customer to evaluate and underwrite loans that meet the following criteria. Such loans are referred to herein as Eligible Mortgage Loans:
- A. First mortgage, refinance mortgage, home equity, and home equity lines of credit not to exceed \$3,000,000; and
 - B. Credit report must be obtained on all borrowers and the minimum FICO score is 520; and
 - C. Loan-to-value and combined loan-to-value not to exceed 100%
- 1.4. Ineligible Mortgage Loans:** The following loans are excluded from Eligible Mortgage Loans:
- A. Loans on Commercial properties
 - B. Loans on Residential properties of five (5) units or more
 - C. Loans on Properties located outside of the United States

Section 2.0. OBLIGATIONS AND LIABILITIES:

- 2.1. "Obligation":** FirstClose shall provide a "report" to the Customer that places an accurate value on the property. Accurate means that the value reported in the "report" is no more than one hundred and eight percent (108%) of the property value as determined by a "retrospective valuation" obtained by the Lender. However, if FirstClose disputes Lender's "retrospective valuation," accurate means that the value reported in the "report" is no more than one hundred and eight percent (108%) of the property value as determined by a "retrospective valuation" obtained in accordance with the dispute provisions set forth in Section 5.0, Claim Process. "Retrospective Valuation" means a valuation performed by unaffiliated and disinterested valuation firm that calculates the value of the property as of the date of the "report" using recognized valuation procedures and taking into account information reasonably knowable by the FirstClose at the time the "report" was generated. The valuation does not reflect the customary discount due to foreclosure status or a discount for neglect and damage incurred after the date of the original appraisal.
- 2.2. "Liability":** In the event that FirstClose fails to meet its "obligation," FirstClose shall reimburse the Lender for any direct financial "loss" incurred by the Lender as a result of such failure; however, FirstClose's total "liability" shall be limited to the least of:
- A. In the case of loan foreclosure or default: the least of the Remedies set forth in Section 4.0 when Lender has satisfied conditions 3.1 through 3.7, in Section 3.0 Conditions; or
 - B. In the case of loan repurchase demand from a Government Sponsored Enterprise (GSE): the least of the Remedies set forth in Section 4.4 when the initial Lender has satisfied all conditions, as revised in this Agreement, except for 3.5, in Section 3. Conditions

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its "obligation" resulting in "loss" to Lender, Lender may seek Remedies under this Agreement if all of the following conditions are met:

- 3.1.** The Lender has timely paid all fees for the "report" to FirstClose; and
- 3.2.** The Lender has documented that the loan is an Eligible Mortgage Loan; and
- 3.3.** The Lender has a financial interest in the property pursuant to a mortgage agreement that is secured by a deed of trust or similar recorded security instrument; and
- 3.4.** The "loss" is reported within seven (7) calendar years of the date of the "report"; and
- 3.5.** The Lender has:
 - A. Foreclosed upon and sold the secured property to a disinterested third party; or
 - B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:
 - 1. The Eligible Mortgage Loan is in default; and

2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
 3. The Lender has presented to FirstClose a written determination, signed by an authorized representative of Lender that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
 4. Lender has charged-off the Eligible Mortgage Loan.
- 3.6. Neither the Lender nor any party submitting the claim for "loss" on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of the "service agreement"; otherwise, the "service agreement" is void with respect to the loan for which the claim for "loss" is submitted.
 - 3.7. The Lender did not engage in adverse selection. Adverse selection includes obtaining "reports" from FirstClose on selected Eligible Mortgage Loans that (1) carry a higher default risk than the average loan meeting the criteria for Eligible Mortgage Loans, or (2) that are supported by "reports" that the Lender has reason to believe fail to meet FirstClose's "obligation."
 - 3.8. The Lender is obligated to repurchase a performing loan from the transferee who first purchased the loan directly from the Customer owing solely to an inaccurate "report" and, such repurchase has been completed by the Lender and (1) Lender has made a reasonable effort to satisfy the purchaser's issue with the original "report"; and (2) Lender has received fair market value from a disinterested third party for the resale of the property.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its "obligation" under this "service agreement," Lender has suffered a "loss," and Lender has satisfied the Conditions and complied with the Claim Process, FirstClose will reimburse Lender the least of:

- 4.1 Except with respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, 100% of the difference between the "report" value and the value subsequently established by "retrospective valuation," or
- 4.2 The Lender's actual financial "loss," as determined by:
 - A. The sum of:
 1. The mortgagor's unpaid principal mortgage balance; and
 2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) calendar days; and
 3. Outstanding escrow advances, if any; and
 4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:
 - B. The sum of:
 1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
 2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
 3. Non-applied escrowed balances; and
 4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan; or
- 4.3 \$250,000.
- 4.4 With respect to "loss" where Customer has a repurchase demand and has satisfied all Conditions, including Condition 3.8, the lesser of the amount specified in Remedy 4.3 or 100% of the difference between the repurchase cost (less any fees, penalties, or other administrative charges) of the loan from the transferee who first purchased the loan directly from the Customer and, the proceeds of the subsequent sale of said loan.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for "loss" under this "service agreement," the Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for "loss" void.

- 5.1. Submit a written claim for "loss" to FirstClose within sixty (60) calendar days of foreclosure sale or repurchase sale, or three hundred sixty-five (365) calendar days from the date of the last loan payment if the Lender has satisfied the conditions demonstrating that the property is uneconomic to foreclose upon; and
- 5.2. Submit a signed written proof of loss to FirstClose within ninety (90) calendar days of the date of the notice of a claim for "loss"; and

5.3. Include the following items in the proof of loss:

- A. A "retrospective valuation" of the property performed on Lender's behalf; and
- B. In the event of foreclosure, evidence of foreclosure and documents relating to subsequent sale of property to a disinterested third party; and
- C. In the event of default, evidence that all of the Conditions have been met; and
- D. Documents and calculations evidencing Lender's actual financial loss; and
- E. With respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, (i) a copy of the document requiring repurchase of the loan from the transferee who first purchased the loan from the Lender (ii) evidence of said repurchase cost (iii) a copy of the document evidencing sale price of loan subsequent to its repurchase; and

5.4. Cooperate with FirstClose and their authorized representatives in the investigation and settlement of the claim for "loss." Lender shall make every effort to mitigate its "loss" to the greatest extent possible.

Should FirstClose dispute the claim, the amount of "loss" claimed, or the decision of the Lender not to foreclose, FirstClose shall provide Lender with the reason(s) for the dispute.

Should FirstClose dispute the value stated in Lender's "retrospective valuation", FirstClose shall select an unaffiliated and disinterested professional valuation firm to perform a second "retrospective valuation" of the secured property. Prior to performing this "retrospective valuation", FirstClose shall present its selection of the valuation firm to Lender. Lender shall either accept FirstClose's proposed valuation firm or propose a different valuation firm meeting the same qualifications within thirty (30) calendar days. FirstClose shall either accept Lender's proposed valuation firm within thirty (30) calendar days, or disapprove of such valuation firm, in which case the two disapproved valuation firms shall select a third valuation firm, meeting the same qualifications, within fifteen (15) calendar days. If Lender accepts FirstClose's proposed valuation firm, FirstClose shall pay for the valuation. If Lender rejects FirstClose's proposed valuation firm and FirstClose accepts Lender's proposed valuation firm, Lender shall pay for the valuation. If the valuation firm is chosen by the two-disapproved valuation firms, Lender and FirstClose shall share equally in the cost of the valuation. The chosen valuation firm shall perform a "retrospective valuation" within thirty (30) calendar days after selection. This "retrospective valuation" shall be binding on both Lender and FirstClose and shall determine the final valuation of the property.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of this "service agreement" shall be made within thirty (30) calendar days after the Lender's claim for "loss," and the amount payable under the "service agreement" has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION:

This "service agreement" may be terminated by either party for any reason upon sixty (60) calendar days advance written notice.

APPENDIX D
FCRA Permissible Purpose Agreement

The terms set forth in this Appendix C ("FCRA Terms") will apply to credit reporting services that may be provided to Customer under the Agreement. These FCRA Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

1. CUSTOMER is a lender that has a permissible purpose for obtaining consumer report information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). CUSTOMER certifies that its permissible purpose is; "In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.
2. CUSTOMER certifies that it shall use the consumer report information: (a) solely for the FirstClose's certified use(s); and (b) solely for CUSTOMER's exclusive one-time use. CUSTOMER shall not request, obtain or use consumer report information for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with CUSTOMER's own data, or otherwise in any service which is derived from the consumer reports. The consumer report information shall be requested by, and disclosed by CUSTOMER only to CUSTOMER's designated and authorized employees having a need to know and only to the extent necessary to enable CUSTOMER to use the Consumer Report information in accordance with this Agreement. CUSTOMER shall ensure that such designated and authorized employees shall not attempt to obtain any consumer report information on themselves, associates, or any other person except in the exercise of their official duties.
3. CUSTOMER will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. THE FCRA PROVIDES 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 YEARS, OR BOTH.
5. CUSTOMER shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that CUSTOMER may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between FirstClose and CUSTOMER for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through FirstClose., CUSTOMER shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
6. With just cause, such as violation of these FCRA Terms of the CUSTOMER's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the CUSTOMER's agreement, FirstClose may, upon its election, discontinue serving the CUSTOMER and cancel the agreement immediately.
7. CUSTOMER will request Scores only for CUSTOMER's exclusive use. CUSTOMER may store Scores solely for CUSTOMER's own use in furtherance of CUSTOMER's original purpose for obtaining the Scores. CUSTOMER shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of CUSTOMER with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of CUSTOMER who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to CUSTOMER and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

APPENDIX E

Service Level Exhibit

As part of the Services, FirstClose will provide the following support services to Customer:

1. Telephone Hot-Line Support; Acknowledgement of Service Failures. FirstClose will provide telephone hot-line support services to Customer's designated support contact (12) hours a day, (5) days a week for the reporting of Severity Level 1 or 2 problems. During normal business hours (7:00 AM to 7:00 PM CT), such support will include reasonable consultation on the operation and utilization of the Services. The FirstClose customer support is telephone number 877-677-3282 and email address customerservice@FLDI.com.

2. Severity Level Definitions and Target Initial Response Times. Severity levels are defined as follows:

(a) Severity Level 1 issue shall be defined as a problem wherein a security breach has occurred and Customer's or its customers' confidential information has been accessed or disclosed, the Services are severely impacted or completely shut down, or the mission-critical applications are down.

(b) Severity Level 2 issue shall be defined as a problem wherein the Services are operational but with capability that is severely or moderately degraded such as the inability to run a non-critical product feature or function that does not work, or failure that requires on-going intervention to maintain productive use.

3. Target Response Times. Target initial response time for a (A) Severity Level 1 issue is within two (2) business hours of its receipt of notification and (B) a Severity Level 2 issue is within one (1) business day. FirstClose may respond by fax, phone, or e-mail to Customer's designated support contact. All technical support services will be provided from FirstClose's facility.

4. Issue Resolution. FirstClose shall implement the following problem investigation and resolution/correction procedures assuming Customer has satisfied the responsibilities set forth in Section 5 below:

(a) Severity Level 1 Issues: FirstClose will promptly initiate the following procedures: (1) assign engineers to correct the problem; (2) notify FirstClose management that such a problem has been reported and that steps are being taken to correct the problem; and (3) provide Customer with periodic reports every four (4) business hours on the status of the resolution process.

(b) Severity Level 2 Issues: FirstClose will assign specialists to correct the issue and work to provide a resolution or workaround.

5. Customer Responsibilities. Customer will:

(a) provide FirstClose with sufficient information, including any reproducible test cases requested by FirstClose; and

(b) install and properly maintain all equipment, telephone lines, communication interfaces and other hardware necessary to communicate and interface with the Services.

6. Exclusions. Notwithstanding anything to the contrary in this Support Level Exhibit or the Agreement, FirstClose will not be obligated to provide support services to Customer if:

(a) The issue is caused by Customer's negligence, hardware malfunction, or causes beyond the reasonable control of FirstClose.

(b) Customer has not paid fees when due.