



Appraiser Network and End User License ("License")

IMPORTANT NOTICE TO USER - PLEASE READ CAREFULLY TO ENSURE YOU UNDERSTAND AND AGREE TO THE TERMS SET FORTH HEREIN WHEN YOU ACCESS THE SOFTWARE (AS DEFINED HEREIN). THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN LENDERX® LLC (THE "COMPANY") AND THE USER ("USER", "APPRAISER", "YOU" OR "YOUR"). REVIEW AND ACCEPTANCE OF THIS USER AGREEMENT (THE "AGREEMENT") VIA CONFIRMATION OF YOUR PERSONAL OR COMPANY INFORMATION, USE OR ACCESS TO THE SOFTWARE (THE "SOFTWARE") OR USE OF ANY INFORMATION INCLUDED THEREIN IS DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE AGREEMENT. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU REPRESENT AND WARRANT TO COMPANY THAT YOU ARE AN AUTHORIZED PERSON OF THE APPRAISAL COMPANY THAT YOU PROVIDE. AFTER REVIEWING THE TERMS AND CONDITIONS BELOW, PLEASE ACKNOWLEDGE YOUR AGREEMENT BY CLICKING ON "I ACCEPT OR AGREE," OR THAT YOU DECLINE THIS AGREEMENT BY CLICKING ON "I DO NOT AGREE" AT THE BOTTOM OF THIS FILE. NOTE: YOU CANNOT OBTAIN ACCESS TO THE SOFTWARE UNLESS YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING THE "I AGREE" BUTTON.

Company is NOT acting in the capacity of an appraisal management company. Company does NOT direct or influence which appraisers are selected to be on the panel for each or any lender that utilizes the Software. Company provides software to mortgage lenders to manage their internal appraisal management process. You, the appraiser, are not a subcontractor, employee or otherwise related party to Company. Fees paid by Appraiser to Company as required by Lender are for the use of the Software and attendant charges to manage Your appraisal orders as assigned to You by the lender.

1. Access to Company Appraisal Orders.

1.1 License.

Company hereby grants to You, and You hereby accept, a limited, revocable, non-exclusive right to access the Software solely for purposes directly related to Your professional activities arising in the ordinary course of business, subject to and in accordance with the terms and conditions hereof. Any other use of the Software is strictly prohibited.

1.2 Reservations of Rights.

You acknowledge that the Software and any accompanying documentation are Company's proprietary intellectual property and contain material that is protected by United States copyright law and trade secret law, and by international treaty provisions. All rights not granted to You herein are expressly reserved by Company. You agree not to remove any proprietary or copyright notices of Company from any copy of the Software or documentation.

1.3 Restrictions on Use of Software.

You may not publish, display, disclose, rent, lease, sublease, modify, loan, distribute, or create derivative works based on the Software or any part thereof. You may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall You attempt to determine the source code from the object code for the Software. You shall not transmit the Software over any network or between any devices, although You may use the Software to make such transmissions of other materials. Rather, You have a license to use the Company as long as this Agreement remains in full force and effect. Ownership of the Application, Documentation and all intellectual property rights therein shall remain at all times with Company. Any other use of the Software or the Company's products and services by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement. You hereby acknowledge that the Software and all other products listed on Company's website are the proprietary property of Company. The names and marks associated with all products and services identified and all associated names, marks and logos (collectively, the "Marks") are the trademarks and/or service marks of Company or its affiliates, and that any trade dress, trademarks, service marks or designs related to Company and/or the Marks are the intellectual property of Company and are protected by United States copyright laws, trademark laws, trade secret laws, international treaties and applicable laws of the states and jurisdictions where they are used. This Agreement does not grant to You any ownership rights in the Marks or in any other intellectual property of Company. All right, title and interest in and to the Marks, and any other intellectual property of the Company shall remain with Company. You further acknowledge that the Software and all products and its functionality, structure and organization, and the code format of the Software are valuable confidential trade secrets of Company.

2. Transaction Fees.

By accepting an order or uploading Your company or personal information into the system, You hereby agree to and shall pay the fees and other charges as required by Lender for the software use as stated in this Agreement. Company reserves the right to change its fees at any time.

You shall make all payments in U.S. currency. Your credit card will be immediately charged at the time of initial product upload. Products include but are not limited to any appraisal document delivery, any quality control document, or any other product as requested. All fees will be disclosed at the time of assignment or request of service.

Company reserves the right to suspend or terminate Your account if credit card charges are denied. Such suspension or termination shall not relieve You of the obligation to pay the transaction fees due on any outstanding orders. You agree to pay Company any reasonable expenses, including attorneys' and collection agency fees, incurred in enforcing its rights to collect payment under this Agreement. If Your account is suspended due to nonpayment, that shall not constitute removal from the appraiser roster for the respective lenders and no formal notification will be sent to Your account from Company. Your account will be re-instated within twenty-four (24) hours after receipt of payment.

Credit Card Processing.

By entering credit card information, You are authorizing Company to charge the supplied credit card for each order accepted by You whether charged singly or in bulk.

2.1 Refunds.

Company may provide a refund of the transaction fee if no work or requested product or service has been completed. Refunds must be requested by the appraiser within ninety (90) days from the billing date of the transaction. No refunds will be issued 90 days after the billing date of the order. To request a Refund, You must contact LenderX Support via phone, email, or live chat. Refunds will be processed in a timely manner depending on the level of complexity and of third party dependencies.

2.2. Use of Third Party Settlement Organizations

Certain lenders may opt to use a third party settlement organization ("TPSO") for appraiser payment processing. Under the Internal Revenue Code, TPSOs report payments on a 1099-K Form instead of a 1099-MISC, and only when the following conditions are met:

- The TPSO must have completed over 200 transactions for the appraiser.
- The TPSO must have remitted over \$20,000 total in transactions for the appraiser.

If the appraiser does not meet the threshold to receive a 1099-K form from the TPSO a 1099-K form will not be sent and the TPSO may at its option provide a remittance statement with a summary of all paid transactions during the taxable year to the appraiser. Please note that such remittance statement does not represent a tax form.

The information contained herein is for general information purposes only and does not constitute tax or legal advice. You are encouraged to consult with a qualified tax advisor for any questions regarding tax reporting matters or obligations.

3. Use of Company.

In connection with Your use of the Software, You represent and warrant that You shall (i) operate Your business in accordance with all applicable laws and regulations, (ii) to the extent reasonably practical, use the application to obtain appraisal orders, (iii) promptly respond to all requests from Company customer support and clients, (iv) promptly update credit card and fee schedule information or pay for all order accepted and services provided, (v) not make false, derogatory, or misleading representations to any party with regard to Company or any product or service offered, and (vi) not participate or engage in any illegal, deceptive, misleading, unethical or improper practice or infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

4. Use of Name.

You hereby grant to Company the right to include Your name, company name and/or company logo in the client directory. LenderX will request approval from users to use their name, company name and/or company logo in advertisements for Company and its products and in press releases or news articles promoting Company's product and services.

5. User Communication.

Company reserves the right to send service e-mails notifying You of operational or other changes that may affect or change the Software offered by Company. Please note that You should not opt out of such service emails because these service e-mails provide information critical for the operation of the Software. If You attempt to opt out, choose to disregard such notices or opt out in any way, it is no longer the responsibility of Company to provide You with such notifications or service information. YOU HEREBY GRANT COMPANY EXPRESS WRITTEN PERMISSION TO SEND YOU FAX AND/OR EMAIL NOTIFICATIONS, SOLICITATIONS OR ADVERTISEMENTS, THUS SATISFYING ANY EXPRESS WRITTEN PERMISSION REQUIREMENT.

6. Termination.

6.1 Term and Termination.

This Agreement shall become effective upon Your acceptance of the terms and conditions contained herein and shall continue until terminated in writing and sent to Company at the listed corporate address at 8650 Freeport Pkwy, Suite 100, Irving, TX 75063.

6.2 Termination by Company.

Company reserves the right to terminate this Agreement for any breach of the provisions hereof or the provisions of the Agreement, as determined by Company its sole discretion. Company shall have no obligation to refund any of appraiser fees due to any early termination of this Agreement.

7. Amendments/Modifications.

Company reserves the right to amend the Software licensed and provided and add, delete, suspend or modify the terms and conditions of use of the Software at any time and to determine whether and when, at its sole discretion, any such changes apply to existing or future Users.

8. Disclaimer of Warranties.

You understand that the Internet and other various networking communication mediums are not secure, unless explicitly specified as such, and may be subject to interception or loss. Company makes no representations or warranties of any kind, EXPRESS, implied or statutory, concerning the data or information available through the Software or the Internet. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS.

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; THAT THE SOFTWARE WILL MEET USER'S REQUIREMENTS OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR.

9. Limitation of Liability.

9.1 LIMITATION.

IN NO EVENT WILL COMPANY BE LIABLE TO USER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR RELATED TO (I) THE SERVICES, (II) YOUR USE OF ANY DATA, INFORMATION OR THIRD PARTY SOFTWARE AVAILABLE THROUGH (III) THIS AGREEMENT OR (IV) USER'S WEBSITE REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT OR STRICT LIABILITY CLAIMS. IN ADDITION, COMPANY SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE TO USER ARISING OUT OF OR RELATED TO USER'S USE OF OR INABILITY TO USE USER'S WEBSITE OR ACCOUNT. IN THE EVENT THAT COMPANY IS LIABLE TO USER FOR ANY LOSS ARISING OUT OF OR RELATED TO THE SOFTWARE, THIS AGREEMENT OR USER'S WEBSITE, COMPANY'S AGGREGATE LIABILITY TO USER WILL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

9.2 No Liability for Unauthorized Use or Access.

User is solely responsible for ensuring that each password for User's account is utilized only by User or, if applicable, by User's authorized employees and agents. Company shall have no liability for any loss, claim, damage or other liability that may arise from the unauthorized use of a password. If a password is lost or stolen or if You have reason to believe that Your account is no longer secure for any reason, it is Your responsibility to notify Company of

such loss or theft so that the password can be deactivated and a new password assigned. Company will use commercially reasonable efforts to effect password deactivation requests promptly.

10. Payment for Appraisals

Company does NOT pay appraisers for the work they complete for a lender. Company provides the Software to lenders to manage their appraisal process and transfers all invoices uploaded to the lender daily. It is the lender's responsibility to pay You, the appraiser, and not Company's responsibility. Calls, emails or communications to Company in regards to appraisal payments will not be responded to as we have no ability or knowledge about the accounts payable process of our lending customers. You must contact the lender for any accounts payable questions regarding appraisal work that You complete.

11. Indemnity.

You agree to indemnify and hold Company harmless from any and all claims and demands, including, but not limited to reasonable attorneys' fees, made by any third party due to or arising out of or in connection with or resulting from Your participation in the use of the Software and or any information, including, but not limited to, information provided by Company. The information, Software, products, and services may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company, its affiliates and/or its respective suppliers may make improvements and/or changes to the Software at any time. In no event shall Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of Company software.

12. Force Majeure.

Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including without limitation, acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, fire, communication line failures, power surges or failures, earthquakes or other disasters; provided, however that such force majeure event shall only provide an exception to the obligations under this Agreement for a period of up to sixty (60) days.

13. Governing Law.

This Agreement shall be construed and governed by the internal laws of the State of Texas, U.S.A., excluding the application of its choice-of-law principles. Company may seek any interim or preliminary relief from a court of competent jurisdiction in Dallas County necessary to protect the rights or property of Company pending the completion of litigation or settlement.

14. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement may be assigned by Company, in its sole discretion, to a third party in the event of a merger or acquisition. This Agreement sets forth the entire understanding and agreement between You and Company with respect to the subject matter hereof.

15. Usage Data.

Company provides this Software for LenderX business purposes. The Software may be used only by authorized Company employees, contractors, clients, servicers and other users specifically authorized by Company to do so. By using the Software, You are subject to having your activities monitored and recorded by Company for business and other lawful purposes, including those to ensure authorized access to Company information assets. By using this system, You explicitly consent to the terms of this notice, including monitoring and recording. Evidence of unauthorized use collected during monitoring and recording may be provided to law enforcement officials.

16. Modifications to Terms of Service and Other Policies.

Company reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Software or the Company Appraiser Network, at any time, by posting the new agreement to the site located at app.lenderx.com/support/terms/appraiser/ (or such other URL as Company may provide). You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) You accept updated terms online, or (ii) You continue to use the Service after Company has posted updates to the Agreement or to any policy governing the Software.

17. Assignment.

User may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Company. Company's rights and obligations hereunder will bind and inure to the benefit of its successors and assigns.

18. No Waiver.

Neither the failure nor the delay of Company in exercising, enforcing or taking action against You with respect to any of the Company's powers or rights shall operate as a waiver of such powers or rights. No single or partial exercise by Company of any of its powers or rights will preclude v from exercising such powers and rights in the future or from exercising other powers and rights.

19. Section Headings.

The headings of sections in this Agreement are provided for convenience only and will not affect the construction of the sections.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS LICENSE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL, OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE. YOU ALSO AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE APPLY TO YOUR USE OF THE SOFTWARE, SHOULD YOU CHOOSE TO PROCEED WITH THE USE AND IMPLEMENTATION OF THE SOFTWARE.