



## MASTER SOFTWARE LICENSE & SERVICES AGREEMENT

DATE LAST REVISED: April 25, 2019

This Master Software License & Services Agreement (the "Agreement") is a legal agreement between You and *EasyMortgageApps, LLC*, ("EMA") a Massachusetts corporation, for the mobile mortgage management application software (the "Software"), and if applicable be subject to the terms of a Purchase Schedule Agreement between EMA and its Customers. The term "You" or "your" refers to the company, entity or individual who is subject to this Agreement by way of Use of the Software or the EMA Website ([www.easymortgageapps.com](http://www.easymortgageapps.com)). "Customer" refers to the class of individuals or entities that are required to pay a fee for this Agreement and the use of the Software. Customers include, but are not limited to, Loan Officers, Lenders, and Mortgage Companies. Real Estate Agents and Borrowers are able to download and use our Software at no cost. Some of our Users' Use and access to the Software may be subject to the payment arrangement between their employer, an EMA Customer (the party licensed to distribute the Software to you. This includes, but is not exclusive to, your lender, bank or loan officer.). In this Agreement, the term "Software" means any version of the Mobile Mortgage Management Application software and associated media and printed materials, and may include "online" or electronic documentation. The term "Use" means storing, loading, installing, executing or displaying the Software. "Computer" means a central processing unit ("CPU") or group of CPU's, which accesses its or his or her own individual non-cache Random Access Memory. "Server" means a Computer that permits Simultaneous User by multiple users. "Client" means a Computer used to access a Server. "Simultaneous Use" means access, directly or indirectly, by a licensed user, of the Software executing on the Server.

**FOR COPIES SUPPLIED BY ELECTRONIC TRANSMISSION: BEFORE YOU DOWNLOAD, USE THE SOFTWARE, OR SIGN INTO A PURCHASE AGREEMENT WITH EMA CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING A PURCHASE SCHEDULE, OR USING THIS SOFTWARE YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SIGN A PURCHASE SCHEDULE AGREEMENT, DOWNLOAD, OR USE THIS SOFTWARE.**

**1. CONTRACT ADMINISTRATION; CHANGES.** The initial Purchase Schedule (if applicable), Privacy Policy, Service Level Agreement ("SLA"), this Master Software License and Services Agreement and any additional Schedules or appendixes agreed upon by the Parties are set forth as the entire Agreement between You and Supplier. Additional Schedules, regardless of whether they relate to the same subject matter as the initial Schedule, shall become effective upon execution by authorized representatives of

both parties. Changes in any Schedule shall become effective only when a written change request is executed by authorized representatives of both Parties.

**2. PRODUCT LICENSE & SERVICES.** With respect to Licensed Products and Hosted Products (together, “Products”), Supplier and Customer agree as follows:

2.1. LICENSED PRODUCTS. With respect to Licensed Products only, the Supplier and Customer agree as follows:

2.1.1. RIGHTS GRANT FOR LICENSED PRODUCTS. Conditional upon payment of the applicable License Fees under Section 4, Supplier hereby grants to You a non-transferable, non-exclusive, limited license to use the Software, for Your Permitted Use only, for the License Term, as defined in Section 11.0. The license granted herein is for Object Code only, and You may use the Product in Object Code form only.

2.1.2. DELIVERY; INSTALLATION. Supplier shall deliver access to the Licensed Product, to Customer, via the Amazon Server or iTunes App Store promptly following the execution of a Purchase Schedule or conditioned on your assent to the Agreement. Unless otherwise specifically agreed to in writing, delivery shall be by download, and occur at such time when the Product is made available to Customer for download and Supplier sends any related licensing key to the Customer by mail or electronic communication. Supplier shall have no obligation to provide services in connection with the installation or integration of the Licensed Product by Customer on Customer’s Servers, or training of Customer's employees or contractors; and such services, if desired by Customer, shall be arranged separately and shall not be covered by the fees paid by Customer under this Agreement.

2.1.3. MAINTENANCE. Supplier shall provide to Customer the maintenance and support services set forth in the Service Level Agreement during the Term.

2.2. RIGHTS GRANT TO CUSTOMERS FOR HOSTED PRODUCTS. With respect to Hosted Products only, Supplier and Customer agree as follows:

Conditional upon payment of the applicable License Fees under Section 4, Supplier will provide web-based access to the Hosted Product, subject to the terms and exceptions specified in the Service Level Agreement and pursuant to third party license obligations. Access to the Hosted Product is offered as a service based on Supplier's Object Code, and rights granted under this provision is not for the transfer of the Object Code or Source Code.

2.2. USE OF HOSTED PRODUCT. Customer agrees that its use of the Hosted Product will be in a manner consistent with this Agreement and with all applicable laws and regulations, including without limitation, copyright, trademark, and export control laws, and laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, harmful to minors, threatening, harassing, or other offensive information or messages; agrees to impose such condition on any End Users; and agrees to cooperate with Supplier in any action reasonably needed to enforce such restrictions.

2.3 END USER INFORMATION. Supplier will use reasonable commercial efforts to keep confidential the materials Customer and End Users provide to the Hosted Product for processing (the "End User Information"). Supplier may provide the Consumer Information to third parties that perform operation and development services for Supplier for technical purposes, subject to confidentiality agreements between Supplier and such third parties and the Privacy Policy. In addition, Supplier may use data stored on the Hosted Product (and statistics about the use of the Hosted Product) in order to operate the Hosted Product, including for the purpose of verification of compliance with this Agreement. As part of Supplier's operations, it may sell, transfer or merge particular businesses and/or other assets to a third party. As part of such a transaction, personal and business information contained in the Consumer Information and Hosted Product usage information may be made available to a third party under confidentiality restrictions, except that Supplier will not sell the Consumer Information to a third party unless it is part of a business that is being sold; and if Supplier or substantially all of its assets are acquired, such information (including the Consumer Information) will of course be one of the transferred assets. Upon request by Customer in connection with the termination of this Agreement, Supplier will discard

End User Information, provided Supplier shall not be required to destroy or alter any computer archival and backup tapes or archival and backup files, but such archival and backup materials shall be kept confidential in accordance with the terms of this Agreement.

Supplier does not claim any ownership in any materials submitted by Customer or End Users to the Hosted Product (including any End User Information); provided, however, Customer grants Supplier the right to reproduce, copy, use and distribute any materials submitted by Customer to, stored on or distributed via, the Products to the extent needed to operate the Product, and warrants that it has agreements with its Consumers or other appropriate right such that Supplier is permitted to reproduce, copy, use and distribute any Consumer Information stored on or distributed via the Products to the extent needed to operate the Products.

2.3.1. CUSTOMER RIGHT TO PERSONAL DATA. Notwithstanding any provisions or terms elsewhere in this Agreement to the contrary, Supplier shall turn over any Customer or End User data in possession, even in circumstances of breach or termination of this agreement, provided the Customer gives proper notification of such request. Supplier shall not unreasonably withhold such information or cause undue hardship or delay.

2.4. END USER VIOLATIONS. The Customer will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement or use of the Licensed Products. Customer is responsible for End Users' use of the Products. Customer will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to the Licensed Products.

2.5. ADDITIONAL RESTRICTIONS. Except to the extent permitted above, you may not: permit other individuals to use the Software; permit concurrent use of the Software; modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software; copy (including copying onto a bulletin board or similar system) the Software other than as specified above; rent, lease, grant a security interest in, or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software. If you are using the Software in any country in the European Community, the prohibition against modifying, translating, reverse engineering, decompiling, disassembling or creating derivative works based on the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

2.6. UPGRADES. If the Software is an upgrade of an EMA product, you now may use that upgraded product only in accordance with this EULA. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one Computer. You may not loan, rent, lease, or otherwise transfer the original non-upgraded product to another user, except as part of the permanent transfer (as provided above in "Transfer") of the Software.

### **3. EXCLUSIONS; OWNERSHIP OF THE PRODUCTS.**

3.1. LICENSE EXCLUSIONS. Except as expressly authorized herein, the Customer (and End Users) shall not: (i) copy the Product; (ii) distribute, disclose, market, rent, lease or transfer to any third party, other than its End Users, any portion of the Product or Documentation, or use the Product or Documentation in any service bureau arrangement; (iii) disclose the results of the Product's performance benchmarks to any third party without Supplier's prior written notice; or (iv) use any third party licensed software products or modules provided by Supplier to the Customer under this Agreement independently from the Product. Customer shall ensure that the Product is not modified, translated, examined, tested, subjected to simulated input, decompiled, or disassembled (including software "disassembly" by attempted recreation of Source Code) in any manner, for any reason including but not limited to determining the mechanism, algorithms, processes or characteristics of the Product, provided that Customer may examine or test the Product only for authorized maintenance and error correction or otherwise solely as such access by Customer is required by applicable local law.

3.2. LIMITATION ON ACCESS TO AND USE OF THE PRODUCTS. Except as expressly authorized herein, the Customer shall not in any way deliver, transfer, or otherwise provide access to or make available the Products to any third parties except as specifically permitted by this Agreement. Further, Customer agrees not to access (or attempt to access or authorize any other party to access) the Products by any means other than through the interface(s) that are provided by Supplier, unless Customer has been specifically allowed to do so in a separate written agreement executed by Supplier. Without limiting the generality of the foregoing, Customer specifically agrees not to access (or attempt to access) the Products through any unauthorized automated means (including use of scripts or crawlers). Similarly, Customer agrees that Customer will not provide any third party access to material on the Products (or facilitate their attempt to access) by any means other than through the interface that is provided by Supplier, unless Customer has been specifically allowed to do so in a separate written agreement executed by Supplier. Customer agrees that Customer will not engage in any activity that interferes with or disrupts the Product (or the servers and networks which are connected to the Product); interfere with or disrupt the Product or take any steps to interfere with or in any manner compromise any security measures with respect to the Product or any data or file transmitted, processed or stored on or through the Product.

3.3. COPIES. The Customer is authorized to make a reasonable number of copies of the Licensed Product for emergency backup or archival purposes, or when copying is an essential step in the normal use of the Product. The Customer is authorized to make a reasonable number of electronic or paper copies of the Documentation for Customer's Permitted Use.

3.4. U.S. GOVERNMENT RIGHTS. The Product is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government users acquire the Product with only those rights set forth herein.

3.5. OWNERSHIP. All right, title and interest (including copyright) in and to the Product, including any inventions, creations and improvements whether or not patentable or copyrighted, conceived or made in connection with the performance of Supplier's obligations hereunder, shall remain in Supplier.

3.6. TRADEMARKS. Supplier Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any Supplier Trademark does not give Customer any rights of ownership in that trademark. Except as stated above, this Agreement does not grant Customer any intellectual property rights in the Product. Any trademark, trade name, copyright, or other proprietary notices, legends, symbols or labels appearing on or in the Product provided to Customer shall not be removed or altered and shall be accurately reproduced by Customer on any and all copies of the Product.

#### **4. FEES**

4.1. CUSTOMER PURCHASE SCHEDULE. In payment of the licenses granted herein, Customer shall pay Supplier the fees listed on the Purchase Schedule. All amounts payable hereunder shall be paid in U.S. Dollars. A monthly interest charge at the rate of one and one-half percent (1-1/2%) or the maximum legal rate, whichever is less, will be assessed and payable on all payments more than fifteen (15) days past due. Any deferral of payments on the Purchase Schedule is permitted by Supplier for Customer cash flow reasons, but the obligation to pay is not conditional on continuation of this Agreement. Early termination of this Agreement shall not relieve Customer of its obligation to pay these amounts. If Customer fails to timely pay any of the amounts on the Purchase Schedule, the due dates of all amounts will automatically be accelerated so that they become immediately due and payable, even if longer terms had been provided previously.

4.2. TAXES. Customer is responsible for payment of all shipping, insurance, taxes, tariffs, customs duties, or any other foreign or domestic governmental taxes or charges of any kind resulting from or imposed upon this Agreement, or the license of the Licensed Products or the provision of services for Hosted Products, except taxes based on Supplier's net income.

## **5. TERM AND TERMINATION.**

5.1. **TERM.** The term of this Agreement shall commence on the Effective Date and shall terminate on the end of the Licensed Term indicated on the most recent Payment Schedule.

5.2. **TERMINATION FOR BREACH.** Either party will have the right to terminate this Agreement immediately by delivery of written notice to the other party if the other party is in material breach of any warranty, term, condition or covenant of this Agreement, and the breaching party has failed to cure that breach within thirty (30) calendar days after receiving written notice of that breach and of the non-breaching party's intention to terminate.

5.3. **EXTENSION.** After the initial Licensed Term, this Agreement will renew automatically for a period of time equal to the initial Licensed Term, and Customer shall pay the monthly subscription fees therefore set forth on the Product Schedule, unless either party notifies the other of its intention to discontinue this Agreement at least sixty (60) days prior to the end of the current term. There is no additional deposit required at the end of the initial Licensed Term.

5.4. **TERMINATION OF HOSTING.** After the initial Licensed Term, Supplier shall provide access to the Products for successive renewal terms specified in the Payment Schedule, and Customer shall pay the applicable Fee, provided that either party may terminate the Agreement after the initial term or any successive term by providing notice to the other party of its intention to discontinue at least sixty (60) days prior to the end of the then-current term.

5.5. **SURVIVAL.** Upon termination of this Agreement, the following sections of this Agreement will survive: 2.3.1, 2.4, 3.5, 4, 5.5, 6, 8, 9, 11 and 12. Termination does not relieve a party for breach occurring prior to termination. For avoidance of doubt, upon termination, Customer's license to the Products terminates, and Customer's access to Supplier's services will be interrupted and discontinued.

5.6. **TRANSITIONS.** Regarding current or former Subsidiaries of the Customer, Supplier has no obligation to provide any service hereunder to any individual or company other than the contact representatives at the Customer, and Customer shall ensure that the use by a Subsidiary is managed solely by Customer, and in a manner which does not increase Supplier's support or other personnel obligations hereunder.

**6. CONFIDENTIALITY.** The parties agree to maintain the confidentiality of this Agreement and the other party's Confidential Information using reasonable commercial efforts but in no event less than the degree of care and security as each uses to maintain the confidentiality of its own most Confidential Information. Neither party's Confidential Information shall be disclosed by the other party to any third party except as permitted under this Agreement. Each party shall use such Confidential Information only to perform its obligations under this Agreement, shall disclose such Confidential Information only within its organization and only to those of its employees who need to know such information in order to perform its obligations under this Agreement or in the case of Customer, to use the Products. Information shall not be considered to be Confidential Information if it: (i) was in the public domain at the time it was disclosed or enters the public domain without violation of this Agreement; (ii) was known to either party, without restriction, at the time of the disclosure as shown by the files of the disclosing party in existence at the time of disclosure; (iii) was independently developed by the receiving party; or (iv) becomes known to the receiving party, without restriction, from a third party without breach of this Agreement and otherwise not in violation of either party's rights. If either party is confronted with legal action to disclose any portion of the other party's Confidential Information, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained. Notwithstanding the foregoing, each of the parties may disclose the terms of this Agreement to its accountants, attorneys and potential investors, acquirers and financing partners in confidence.

## **7. LIMITED WARRANTY AND WARRANTY DISCLAIMER.**

7.1. **WARRANTY.** Subject to Section 9, Supplier warrants that the Licensed Products shall perform substantially in accordance with the Documentation for a period of thirty (30) days after the date of initial launch of the Licensed Product to Customer under Section 2.1.2. Customer's exclusive

remedy and Supplier's sole liability under this warranty shall be for Supplier to correct any material failure of the Products to perform as warranted, if such failure is reported to Supplier within the warranty period and Customer, at Supplier's request, provides Supplier with sufficient information (which may include access to Customer's computer system for use of Customer's copy(-ies) of the Products by Supplier) to remedy the defect in question. In the event that Supplier cannot, after repeated efforts, remedy such failure, Supplier shall refund all license fees received by Supplier from Customer hereunder and terminate this Agreement, and Customer thereafter shall return or destroy all copies of all Licensed Products in its possession and notify and require its End Users to do the same. This warranty is made solely to Customer and Customer shall be solely responsible for any warranty to, or claims by, third parties.

7.2. NO VIRUS. Supplier warrants that to its knowledge the Products do not include any virus, trojan horse, worm, time bomb, back door or other software routine designed to disable a computer program automatically or permit unauthorized access ("Malicious Code") provided, Malicious Code does not include ordinary errors or failures of programming code. Supplier agrees to use commercially reasonable programming practices and security procedures to avoid insertion of any Malicious Code, to scan for viruses and remove any viruses found before sending any media containing programming code to Customer.

7.3. DISCLAIMER. THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY SUPPLIER AND SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUPPLIER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THIS AGREEMENT. SUCH WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE SO LONG AS SUPPLIER IS MAKING GOOD FAITH EFFORTS TO CORRECT DEFECTS OR FAILURES UNDER THE TERMS OF THE WARRANTY. CUSTOMER FURTHER ACKNOWLEDGES THAT THE USE OF THE LICENSED PRODUCTS SHOULD NOT REPLACE WELL-ESTABLISHED COMMUNICATION METHODS AND THAT CUSTOMER AND END USERS SHOULD TAKE STEPS TO COPY AND MAINTAIN ALL DATA AND CORRESPONDENCE PROCESSED AND/OR STORED VIA/ON THE PRODUCTS IN A SEPARATE MANNER IN THE EVENT OF A FAILURE.

## **8. INDEMNIFICATION.**

8.1. BY SUPPLIER. Subject to Section 9 and to compliance with Section 8.3 by Customer, Supplier will defend and indemnify (in accordance with Section 8.3), any third party claims against Customer that the use of the Products within the scope of this Agreement infringes any trade secret, copyright, United States trademark or United States patent granted prior to the date of this Agreement.

8.2. BY USER. Subject to compliance with Section 8.3 by Supplier, User will defend and indemnify (in accordance with Section 8.4), any third party claims against Supplier and its officers, directors, and employees that the use by Supplier of materials provided to Supplier by Users for use in connection with the Products, or for use in customizing or installing the Products, infringes any United States copyright or constitutes misappropriation of a trade secret.

8.3. PROCEDURE. For the indemnification obligations above to be applicable, the party desiring indemnification (the "Indemnified Party") must (1) promptly notify the party against which it is seeking indemnification (the "Indemnifying Party") in writing of any such claim and offer the Indemnifying Party the opportunity to control the defense and all related settlement negotiations, and (2) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. Indemnifying Party shall not have any right, without Indemnified Party's written consent, to settle any such claim if such settlement contains a stipulation to or admission

or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Indemnified Party.

8.4. INDEMNIFICATION OBLIGATION. The obligation of the Indemnifying Party to "defend and indemnify" in Section 8.1 and Section 8.2 means the Indemnifying Party will pay any damages, fines, penalties and costs finally awarded against the Indemnified Party in such action or proceeding that are attributable to such claim referred to above, and the cost of a settlement agreed to by the Indemnifying Party; and also that the Indemnifying Party shall also bear all costs of defense that the Indemnifying Party incurs in connection therewith (including legal fees), and the out-of-pocket expenses of the Indemnified Party in connection with the defense by the Indemnifying Party. The Indemnified Party may also engage its own counsel in connection with such claim or proceeding, but the expense of such attorney shall be at the Indemnified Party's sole expense.

8.5. MITIGATION OF DAMAGES. In the event of infringement or misappropriation or allegation thereof of any copyright, trademark, trade secret, patent or other intellectual property right, or violation of any right of privacy or publicity Supplier shall have the right to: (i) procure for User the right to continue using the Product; or (ii) settle the claim or suit; or (iii) modify the Product to make it non-infringing; or (iv) replace the Product, so long as such modification or substitution is made without additional charge to the Customer, and renders the Product substantially functionally similar to the Product prior to modification or substitution. If none of the foregoing steps is commercially reasonable, Supplier may, if in its absolute discretion it so decides, terminate this Agreement, provided upon such termination it shall refund to the Customer all amounts paid under Section 4 by the Customer during the period of 12 months prior to such termination. Any election by Supplier under this Section shall fully discharge and satisfy any and all claims by the Customer hereunder other than the right to indemnification under Section 8.1 with respect to use of the Product prior to such termination.

8.6. ENTIRE LIABILITY. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF SUPPLIER WITH RESPECT TO INFRINGEMENT OF PATENTS, TRADEMARKS, TRADE SECRETS, COPYRIGHTS AND OTHER PROPRIETARY RIGHTS BY THE PRODUCT, ANY PARTS THEREOF OR ANY RELATED DOCUMENTATION OR MATERIALS, AND SUPPLIER SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

## **9. EXCEPTIONS TO WARRANTY AND INDEMNIFICATION OBLIGATIONS; LIMITATIONS OF LIABILITY.**

9.1. EXCEPTIONS. Supplier shall have no liability to You (or any other person) to the extent that any warranty claim, claim of infringement, or other breach of this Agreement is based upon: (i) any modifications to a Licensed Product other than by Supplier; (ii) use of the Products in connection or in combination with equipment, devices, or software not provided by Supplier and such infringement would have been avoided by the use of the Products alone; or (iii) the use of the Products in breach of this Agreement or (iv) Your use of other than the current release of a Product, if such infringement could have been avoided by the use of such release and such release is provided to You hereunder. Supplier shall also have no liability to You (or any other person) to the extent that any alleged infringement or claim of infringement is based upon specifications or modifications requested by You.

9.2. LIMITATION OF LIABILITY. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SUPPLIER OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SUPPLIER'S AGGREGATE LIABILITY FOR ANY ONE MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE,

EXCEED THE AMOUNT ACTUALLY RECEIVED BY SUPPLIER FROM YOU UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF SUCH MATTER, AND FOR ALL MATTERS, IN THE AGGREGATE, THE TOTAL AMOUNT ACTUALLY RECEIVED BY SUPPLIER FROM YOU UNDER THIS AGREEMENT.

#### 10. OTHER AGREEMENTS.

10.1. PUBLICITY. Customer and Supplier shall have the right to issue an initial press release describing the relationship created by this Agreement, subject to the other party's written consent. In the event either party fails to respond to the other party within five business days after receiving a request to review an initial press release, such non-responding party shall be deemed to have consented to the press release. Both parties will have the right and license to publicly refer to the relationship created by this Agreement and to use each other's names and/or trademarks in advertisements and public relations and marketing materials, subject to reasonable trademark usage guidelines

10.2. NON-SOLICITATION. During the term of this Agreement and for a period of 12 months after termination, absent Supplier's written approval, Customer shall not hire or solicit for employment, on behalf of itself or another party, any person employed by Supplier during such period; provided, however, that the foregoing shall not prohibit Customer from hiring any Supplier personnel who respond to a public job advertisement or other general, public solicitations such as a job fair, without active solicitation from Customer.

#### 11. DEFINITIONS. As used in this Agreement:

"**Amazon Server**" refers to the Amazon S3 data storage infrastructure, which hosts the Licensed Product and stores Customer and Consumer data.

"**Confidential Information**" means any proprietary information which is learned by one party about the other's business affairs, property, methods of operation, processing systems or other information which reasonably could be considered to have business or proprietary value or to be personal or otherwise confidential in nature, and the terms of this Agreement. Confidential Information shall include, as Confidential Information of Supplier, the organization and structure of the Product, including without limitation the application programming interface and the Source Code. Confidential Information excludes End User Information, which is addressed elsewhere.

"**Consumers**" or "**End Users**" are Customer's mortgage clients, employees, loan officers, and independent contractors who are given access to the Product by the Customer in accordance with the terms of this Agreement.

"**Customers**"

"**Customer's Permitted Use**" refers to the utilization of the EMA Hosted Product, by the Customer, to customize and monitor its consumer activity, as well as the distribution of the EMA mobile application to its consumers and employees, by the Customer.

"**Customer Servers**" means servers or computer system(s) owned or operated by Customer.

"**Documentation**" means any written documentation accompanying the Product provided to Customer, including this Agreement and any accompanying Schedules.

"**Emergency Maintenance**" means hardware or software fixes to correct a situation that poses substantial risk of causing service degradation or failure.

"**End User Information**" any data relating to the End Users personal information or mortgage application processed by the Products, or stored on either the EMA or Amazon Server.

"**Hosted Product**" means the web based management system available at EasyMortgageApps.com, made available to Customer pursuant to this Agreement as a service over a network. Customer does not receive Object Code or Source Code for Hosted Products.

"**License Fees**" refers to the amount payable by the Customer to EMA according to the Payment Schedule agreed upon by the Parties, as consideration for the Agreement.

"**Licensed Product**" refers to the mobile software application end product, owned by EMA, to be distributed to the Customer's Users. This may be the Enterprise, Small Enterprise, Precipio, or a



customized edition, stored on the Amazon Server and accessible to the Customer following the execution of this Agreement.

“**Licensed Term**” means the period of time for which the Parties have agreed to conduct business, as outlined in the Payment Schedule.

“**Major Releases**” contain upgrades to software, database, system configuration and functionality.

“**Network Maintenance**” can be minor configuration changes to network equipment. Major configuration changes shall be treated as major releases and scheduled accordingly.

“**Object Code**” means machine-executable programming instructions, substantially or entirely in binary form, which are intended to be directly executable by a computer after suitable processing and linking but without the intervening steps of compilation or assembly.

“**Patch release**” means any fixes to software defects that were introduced in the prior Major or content release.

“**Purchase Schedule,**” “**Purchase Agreement,** and “**Payment Schedule**” all refer to the accompanying document outlining the subscription and payment plan previously selected by the Customer and agreed to either in writing or by electronic signature submission to EMA.

“**Product**” refers to either the Hosted Product or Licensed Product, or when plural, both.

“**Schedule**” means a Payment Schedule or Service Level Agreement as attached hereto or other additional agreement entered into hereafter in accordance with Section 1.

“**Service Level Agreement**” or “**SLA**” means the means the Product Service Level Agreement attached hereto as “Service Level Agreement.”

“**Software**” means any version of the Mobile Mortgage Management Application software and associated media and printed materials, and may include “online” or electronic documentation.

“**Source Code**” means the human-readable form of the Product which, when compiled or interpreted, renders the executable version of the Product.

“**Subsidiary**” an entity means a corporation, company or other entity (A) more than seventy percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are; or (B) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than seventy percent (50%) of whose ownership interest (representing the right to make decisions for such corporation, company or other entity) is; in each of (A) and (B) now or hereafter, owned or controlled, directly or indirectly, by the entity in question, as the case may be, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such control exists.

“**Use**” means storing, loading, installing, executing or displaying the Software.

“**Users**” includes all who Use the Licensed or Hosted Products (the Mobile Application or the Website), and is meant to be a catch-all term for all users, encompassing You, paying Customers, Consumers, End Users, and anyone consenting to this Agreement by either express or implied conduct pursuant to the terms of this Agreement.

## 12. GENERAL.

12.1 NOTICES. All notices, demands, requests or other communications that may be or are required to be given, served or sent by any party pursuant to this Agreement will be in writing, will reference this Agreement and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or sent by hand delivery, addressed as indicated below. Facsimile and email notices shall not be sufficient. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice that is mailed, delivered or sent in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

12.2. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding its subject matter.

12.3. ASSIGNMENT AND SUBLICENSE. This Agreement and any license granted hereunder do not include the right to sublicense and You may not transfer or assign, by operation of law or otherwise, this Agreement or any license without the prior written consent of Supplier. Any attempted assignment in derogation hereof shall be null and void.

12.4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice of law provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. The parties agree to exclusive personal jurisdiction and venue of the United States District Court for the District of Massachusetts (and any Massachusetts State court within that District) for that purpose. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

12.5. INDEPENDENT CONTRACTORS. In making and performing this Agreement, Supplier and User act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Supplier and User.

## **EASYMORTGAGEAPPS PRIVACY & DATA SECURITY POLICY**

### **LAST UPDATED: April 26, 2019**

*Your right to privacy and security is very important to us. EasyMortgageApps, LLC (“EMA,” “we,” “us,” “our”) treats personal information shared through our services and mobile application as private and confidential. We are committed to giving you secure access to our mobile mortgage management services.*

#### **Information shared through our mobile applications:**

Some of the information you may submit is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person. Examples include your name, phone number, address, and social security number. It is possible to browse our website without actively submitting any personally identifiable information.

EMA’s Mortgage Applications (“Applications” or “Apps”) allow you to manage and access your mortgage information, communicate with other mortgage parties, and maintain contacts on your mobile device in accordance with our Master License & Services Agreement. This notice applies to any personally identifiable information or other information that we may collect through our Applications.

#### **Automatically Collected Information;**

Every time you visit our website, some information is automatically collected from you. This information may include, but is not limited to, some or all of the following items: your Internet Protocol (IP) address and/or domain; type and version of Internet browser software and operating system you use; date, time, and duration of your site access; specific pages, buttons, images, videos, links, or forms that you access while visiting the site; type of device (e.g. iPad, BlackBerry, iPhone, Android); mobile carrier and/or Internet Service Provider; and demographic information concerning the country of origin of your Computer and the language(s) used by it.

#### **Information Collected via Cookies;**

Cookies are small text files that are placed on your Computer to distinguish you from other visitors to our Site. The use of cookies is a standard practice among websites to collect or track information about your activities while using the website. We and/or our third party advertising service providers may place cookies or similar files on your hard drive for many of the reasons listed in this Privacy Policy while visiting our Site. Most people do not know that cookies are being placed on their Computers when they visit websites because browsers are typically set to accept cookies. You can choose to have your browser warn you every time a cookie is being sent to you or you can choose not to accept cookies. You can also delete cookies from your Computer at any time. If you refuse cookies, the functionality of our Site may be impacted or become non-functional. Since every browser and Computer is different, you will need to follow your browser’s instructions for disabling or deleting cookies.

#### **Information Collected via Flash Objects and Other Similar Technology;**

In addition to using cookies, we and/or our third party advertising service providers may also use similar technologies to track users’ interactions with our Site. Some of these technologies include web beacons (transparent graphical images placed on a website), pixels, tags, and Flash objects (also referred to as “Local Shared Objects”). Please refer to your browser’s instructions to remove cached Sites, history, and images from your Computer. Deleting or disabling cookies

will not remove Flash objects or Local Shared Objects. Instead refer to Adobe's website for more information on how to control or disable these items.

**Additional Information on Online Behavioral Advertising;**

Some of the advertisements that click-through to our Site and/or may be on our Site contain cookies that allow for the monitoring of your response to these advertisements (sometimes referred to as interest-based advertisements). Our advertisements may also appear on other websites that use the same advertising service providers as us. These advertising service providers may use your browsing history across websites to choose which advertisements to display to you.

If you do not wish to have us and/or our third party advertising service providers know which advertisements and subsequent websites you have viewed, you may opt-out at [AboutAds](#) (established by the Digital Advertising Alliance). The [Digital Advertising Alliance](#) website contains important information on cookies, behavioral advertising, and what opting out will and will not do and choices you can make regarding interest-based advertisements.

Please note: opting out of behavioral advertising will not stop you from receiving advertisements. You will still see the same number of advertisements as before, but they may not be as relevant to you. If you use other Computers or browsers and want to opt out of interest based advertisements, you will need to repeat this process for each Computer or browser. If you delete your Cookies and want to continue to be opted out of interest based advertisements you will have to repeat this opt-out process.

**How we use the personal information shared through our website:**

We may use these technologies on our site to verify your identity, remember personal settings including your preferences, to offer you additional options or enhance your online experience, and to improve our products and services. We may also use them for marketing site personalization, and tracking of online applications and programs and/or track the effectiveness of advertisements for our products and services that we may place on our Site or other linked and/or partner websites. Cookies used for tracking advertising effectiveness do not collect personally identifiable information. In order to better serve you, some of these technologies allow us the ability to view your past interactions with our sites and/or online mortgage/banking environment for customer service, troubleshooting, risk analysis and fraud detection, as well as other related purposes.

**Our primary goals when collecting information about you are to:**

- meet our responsibilities to you;
- follow your instructions;
- inform you of new services or products; and
- make sure our business suits your needs.

**Our use of technology to follow your use of our mobile application:**

We may collect and examine information about visits to this mobile application. We use this information to find out which areas of the mobile application people visit most. This helps us to add more value to our services. This information is limited to activity on the EMA application, and does not extend to activity on other mobile applications.

**Location based services:**

We may use your current location to determine related mortgage services closest to you. This information is only used while determining the Realtor closest to you and we do not store this information. Most mobile devices allow you to turn off location services.

**Mobile device contact list:**

The contact list on your mobile device will be displayed when you need a cell number or email address to perform a functions on the mobile mortgage management application. We do not store your contacts and we do not have access to that information.

**Communication & marketing by post, email or text messages:**

By using our services or mobile app, you consent to our use your personal or other information to tell you about products, services and special offers from us or other companies that may interest you. We will do this by post, email or text message (SMS). If you later decide that you do not want us to do this, please contact us to opt-out and we will stop doing so.

When you send an e-mail or other electronic communication to us, you are communicating with us electronically and consent to receive reply communications from us or our providers electronically. We may retain the content of the e-mail, electronic communication, your e-mail address, unique identifier (such as Facebook or Twitter user name), and our response in order to better service your needs or for audit, legal, regulatory or other business-related reasons.

**Third parties:**

We may ask other organizations to provide support services to us. If such a circumstance arises, the third party would have to agree to our privacy policies if they need access to any personal information to carry out their services.

Our Site may contain links to third party websites or applications. These links and pointers to third party websites or applications are not part of our Site. Neither EMA nor its affiliates, divisions, or subsidiaries make any representations or warranties regarding these third party websites. We are not responsible for any losses or damages in connection with the information, security, privacy practices, availability, content or accuracy of materials of such third party websites or applications. These third party websites or applications might have Terms of Use or Privacy Policies different from us and third party websites may provide less privacy and/or security than our Site. We encourage you to review the Terms of Use and Privacy Policy of all third party websites before you share any personally identifiable information with them.

**Your data may be transferred upon change of control but only in accordance with this Policy:**

Personal information may be transferred to a third party as a result of a sale, acquisition, merger, reorganization or other change of control. If we sell, merge or transfer any part of our business, or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

**When we may reveal personal information without consent:**

We will not reveal personal information to anyone outside our company or certain of our service providers without your permission, unless:

- we must do so by law or in terms of a court order;
- it is in the public interest; or

- we need to do so to protect our rights.

**Storing personal information:**

The majority of personal information shared through our mobile application is not stored on EMA servers. Most personal data shared through our mobile application is stored on the Amazon.com server, through the Amazon S3 Simple Storage Service, and as such is also protected by and subject to the [Amazon.com Privacy Notice](#). If any personal information about consumers or our clients is stored on an EMA server it will be secured in a safe place and no person outside EMA or certain of our service providers can get access to it. Furthermore, all direct EMA employees will be subject to a confidentiality agreement with us, to protect your privacy.

EMA abides by the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Economic Area, and Switzerland. To learn more about the Safe Harbor program, and to view our certification, please visit <http://www.export.gov/safeharbor/>.

**Our security practices:**

We are committed to providing safe mobile mortgage management services. All use of our mobile application and transactions through it are protected by Secure Socket Layer (SSL) encryption technology. Encryption protects personal information you send when you transmit information or fill in forms online and on our mobile application. SSL is the leading security protocol for data transfer on the Internet and helps to protect the safety and confidentiality of your online mortgage information. You play a critical role in protecting your information by maintaining up to date Computer security protections and by reviewing your statements promptly. For more information on protecting your electronic information, please visit [www.staysafeonline.org](http://www.staysafeonline.org). Furthermore, our computers are protected by systems that guard against intruders. Only authorized EMA employees or agents can gain access to information on these computers.

**You are responsible for maintaining the confidentiality of your Login ID and Password:**

We maintain strict rules to help prevent others from guessing your password. We also recommend that you change your password periodically. Your password must be 6-16 characters in length. You are responsible for maintaining the security of your Login ID and Password. You may not provide these credentials to any third party. If you believe that they have been stolen or been made known to others, you must contact us immediately, but in any event you should change your password immediately via the Service. We are not responsible if someone else accesses your account through information they have obtained from you or through a violation by you of this Privacy and Security Policy or the EMA Master License & Services Agreement.

**Right to change this privacy and security statement**

We may always change this privacy and security statement. We will put all changes on our website. The date last revised appears at the top of the Policy. Changes take effect immediately upon posting. The latest version of our privacy and security statement will replace all earlier versions of it, unless it states otherwise.

Email us at [Legal@easymortgageapps.com](mailto:Legal@easymortgageapps.com) if you have any questions or concerns about this privacy and security statement.

## SERVICE LEVEL AGREEMENT

This EasyMortgageApps Service Level Agreement, together with any exhibits, schedules or riders referenced herein and attached hereto (the “SLA”), between EasyMortgageApps, LLC (“EMA”) and Users of EMA’s services (“Users,” “You,” or “Customers”). This SLA applies separately to each User of EMA’s services. Unless otherwise provided herein, this SLA is subject to the terms of the EMA Software License & Services Agreement and capitalized terms will have the meaning specified in the EMA Software License & Services Agreement. We reserve the right to change the terms of this SLA in accordance with the EMA License & Services Agreement.

### 1. SERVICE CREDIT.

EMA will use commercially reasonable efforts to make the Licensed Products available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle (the “Service Commitment”). In the event EMA does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

From time to time the system may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that EMA may undertake from time to time; or (iii) causes beyond EMA’s control or that are not reasonably foreseeable by EMA, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures.

If EMA fails to maintain the below-set-forth level of service availability, Customer may contact EMA and request a credit of 5% of Customer's monthly hosting fee from EMA for that month. The credit may be used only for the purchase of further products and services from EMA, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by: (i) periodic scheduled maintenance or repairs EMA may undertake from time to time; (ii) errors caused by Customer, including Customer's custom scripting or coding or any security breach caused by Customer or anyone who gained access to EMA’s system through Customer's account; and (iii) causes beyond EMA’s control or that are not reasonably foreseeable by EMA. Total service uptime shall be solely determined by EMA and shall be calculated on a monthly basis.

### 2. APPLICATION AVAILABILITY.

The Application will be available as follows, exclusive of Scheduled Downtime.

Monthly Target Service Level	Daily Target Service Level
99.9% of the time, 24 hours/day, 365 days/year	Cumulative unavailability no more than 1 hour during 8am-9pm Eastern Time, 365 days/year

### 3. PROVIDER TECHNICAL SUPPORT AVAILABILITY; CLASSIFICATION OF PRIORITY.

Provider technical support will be available 24 hours a day, 365 days per year for Priority 1 and Priority 2 service issues (as defined below), and during regular business hours (8 am to 6 pm Eastern time, Monday through Friday excluding holidays) for other service issues.

Priority	Priorities Assigned Under These Guidelines	Sample Issues
1	<ul style="list-style-type: none"> <li>· Problem has significant impact on Customer operations</li> <li>· System or major component is down or unusable</li> <li>· No Customer acceptable workaround is available</li> </ul>	<ul style="list-style-type: none"> <li>· Many or all of Customer's users have no access to Application</li> <li>· System response time significantly degraded from standard</li> </ul>
2	<ul style="list-style-type: none"> <li>· Problem impacts Customer operations</li> <li>· System or component down or malfunctioning</li> <li>· Temporary workaround is available</li> <li>· Problem impairs Customer's ability to use system effectively</li> </ul>	<ul style="list-style-type: none"> <li>· Some of Customer's users have no access to Application</li> <li>· Systems performance is unstable</li> </ul>
3	<ul style="list-style-type: none"> <li>· Problem has minor impact on Customer operations</li> <li>· Problem occurs infrequently</li> <li>· Acceptable workaround available</li> </ul>	<ul style="list-style-type: none"> <li>· Customer has functionality questions</li> <li>· Customer requires software/patches for a non-emergency break-fix situation</li> </ul>

### 3.1. CONTACTING PROVIDER SUPPORT.

All requests to EMA received through any of the methods specified below are handled in the same manner and with the same level of service:

- During regular business hours, by telephone and email
- 24 hours a day, 365 days per year, by e-mail

Provider shall, after receipt of an error notification, use its best efforts to respond to each notification promptly with a resolution of the issue.

### 4. SCHEDULED DOWNTIME.

Scheduled Downtime service may occur in accordance with the following schedule. During these periods monitoring is suspended and such Scheduled Downtime is not calculated as part of Provider availability commitments.

- Major site changes shall only occur on a Sunday between the hours of 12:00 a.m. and 12:00 p.m. Eastern Time unless jointly agreed to by Customer and EMA. EMA will provide seven (7) days notice unless jointly agreed to by Customer and EMA. Customer's agreement to such request shall not be unreasonably withheld.



- Patch releases can occur on any day between the hours of 6 am and 8 am Eastern time. Provider will provide forty-eight (48) hours notice unless jointly agreed to by Customer and Provider.
- Network maintenance can occur on any day between the hours of 2 am and 7 am Eastern time. Provider will provide forty-eight (48) hours notice unless jointly agreed to by Customer and Provider.
- Emergency maintenance—Emergency maintenance can occur when jointly agreed to by Customer and Provider. Provider will provide maximum practical notice for such maintenance. Customer’s agreement to such request shall not be unreasonably withheld.