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CLEARBOX®, LLC SUBSCRIBER LICENSE AND ACCESS AGREEMENT

INTRODUCTION: Clearbox®, LLC offers an online interactive database of appraiser profiles, aggregated disciplinary actions, a standardized complaint process and compliance tools. The Clearbox® suite of products is accessible using the web address www.clearbox.com. Subscriber wishes to obtain, and Clearbox®, LLC agrees to make available to Subscriber, the appraiser database and tools all in accordance with the terms and conditions of this Agreement. Subscriber shall comply with all Clearbox® Rules and Regulations provided to Subscriber in connection with Subscriber's use of the Clearbox®, LLC web site.

1. Clearbox® DATABASE SERVICES:

1.1 Contents of Database. Clearbox®, LLC shall maintain a database of licensed and certified real estate appraisers, geographic coverage, credentials, documents and contact information regarding persons and entities within the United States and territories who provide residential real estate appraisal services. Appraiser profiles will be solicited directly from appraisers and from participating subscribers. Clearbox® offers background checks through a third party provider at an additional cost. Clearbox® is aggregating disciplinary actions imposed by State Appraisal Boards. Not all States make this information available. A log of real-time data is available under the "State Information" tab of X Files. The lack of a disciplinary action in our database does not constitute a "clean record". Clearbox® will make all reasonable efforts to aggregate those disciplinary actions that are publicly available.

1.2 Subscriber Access. Subscriber may subscribe to access data on an unlimited usage subscriber basis.

1.3 Database. Clearbox®, LLC shall maintain, and make available to Subscriber the documentation and data enumerated in this Agreement. In the event any of the documents or data supplied by any Appraiser contained in the appraiser database, becomes obsolete due to any termination or expiration provision contained in said documentation or data, Clearbox®, LLC will use all reasonable efforts to update the documentation and data. Clearbox® does not verify credentialing information that appraisers input.

1.4 Data. The data contained within SELECT™ is owned and copyrighted by Clearbox®, LLC. The subscriber has full access rights while their subscription is active. The data contained within SELECT™ may not be sold or disseminated to third parties who are not SELECT™ subscribers. Data may not be used for purposes other than vendor management.

1.5 User ID & Password. Clearbox®, LLC hereby assigns to a designated "Manager" one (1) unique User ID and Password. The User ID and Password will be emailed after your account has been approved and electronic payment confirmed. The assigned Password shall be confidential to "Manager" and may not be used by any other person. The Subscriber shall be responsible for properly using the User ID and Password with the appropriate Clearbox® website to access and use the appraiser database. Through the "Admin" area on the Clearbox®, LLC website, the subscriber may assign additional users. There will be a total of 6 seat licenses available to Subscriber at the posted rate. Additional licenses will be granted at \$50 per seat. Multiple levels of data access will be available to the subscriber.

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1.6 Third party access and Privacy. Clearbox®, LLC allows subscribers to provide access to others, internal to their organization, and to their customers by assigning passwords with the appropriate level of access. The administration area of the Web Site will give user name and password controls to the “Manager”. Clearbox®, LLC collects and maintains publicly accessible data such as information found at www.asc.gov which will be part of the shared database access.

1.7 List Management. Clearbox LLC will assist the subscriber with their current lists by contacting appraisers on the subscriber’s behalf to instruct appraisers to complete their SELECT™ profile. Once profiles are complete and approved, they will be available to be added to the Lenders list for use.

1.8 Security. Subscriber is responsible for safeguarding and maintaining the confidentiality of the Password and is liable for any consequences that may result from its disclosure, including but not limited to immediate termination of this Agreement and liability for use of the Clearbox®, LLC databases by any unauthorized person through Subscriber’s Password.

1.9 Modifications. Clearbox®, LLC reserves the right to modify the appraiser database and/or make access to and use of any information subject to additional terms or conditions. Subscriber shall have the right to terminate this Agreement at any time without refund or pro rata fee adjustment.

1.10 Subscriber Information. Clearbox®, LLC reserves the right to disclose its subscriber list for promotional purposes.

2. Clearbox®, LLC Web Site:

2.1 License Grant. Clearbox®, LLC hereby grants to Subscriber, for the term set forth in Section 3, a personal nonexclusive, nontransferable license to:

2.1.1 Access and use the SELECT™ database and the information therein

2.1.2 Access, download and store in such personal computers any information available in the SELECT™ database and integrate data with desktop systems

2.1.3 Access to share and distribute to anyone as their internal policies see fit to include but not limited to the Office of the Comptroller of the Currency (OCC), NCUA, FDIC and Federal Reserve and others for compliance purposes.

2.1.4 Display and/or print out a paper copy of any information available in the SELECT™ database for Subscriber’s use only.

2.1.5 Access to use the CBOX™ system to communicate potential appraiser violations to state appraiser boards as well as other applicable entities; and

2.1.6 Access to use the X-FILES™ database to view sanctions taken against appraisers.

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2.2 License Restrictions. Subscriber is expressly prohibited from:

2.2.1 Transferring or duplicating data obtained from SELECT™ except for Subscriber's own internal or personal use and for only the uses intended by this Agreement (Appraiser evaluation);

2.2.2 Using the Clearbox® website for any purpose other than accessing, using and retrieving information from the database; and

2.2.3 Causing or permitting the reverse engineering, reformatting, recasting, disassembly or decompilation of the database or Clearbox® web site.

2.3 Title. Title to the Clearbox® website and data contained within the database is retained by Clearbox®, LLC as applicable, and shall not pass to Subscriber. All rights, title and interest in each and every appraiser profile and credential compilation created by Clearbox®, and in the ownership of the copyright therein, shall at all times remain vested in Clearbox®.

3. TERM; TERMINATION:

3.1 Term. The initial term of this Agreement shall commence upon the Effective Date shown below and shall continue thereafter for a period of one (1) year unless sooner terminated in accordance with Section 1.9. The term of this Agreement shall automatically renew unless Clearbox® is notified to the contrary by the Subscriber 60 days in advance.

3.2 Termination. This Agreement and the licensed rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of sixty (60) days after receipt of written notice thereof if the breach or nonperformance has not then been cured. Promptly upon any termination or expiration of this Agreement, Clearbox® shall deactivate Subscriber's User ID & Password, and Subscriber shall have no further access to the appraiser database. Subscriber acknowledges that Clearbox® shall have no obligation to refund any fees or charges or any portion thereof paid to Clearbox® prior to termination.

4. SUBSCRIPTION FEES:

4.1 Fees. In consideration for the rights to access and use of the database and the license granted for use of the Clearbox®, LLC website for the number of appraiser records needed to complete each list, Subscriber shall pay Clearbox®, LLC a monthly subscription fee (or annual fee) for access to the Master List and for tools to manage their proprietary lists as defined on the Clearbox® website.

4.2 Billing. Subscriber shall pay by credit card or electronic funds transfer through the on line process unless otherwise agreed.

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4.3 Increases. Clearbox® may increase the Initial Subscription Fee, Monthly Fees and any of the Additional Fees at any time by written notice to Subscriber at least thirty (60) days in advance of the effective date of such increase. If Subscriber objects to such increase, Subscriber may terminate this Agreement by written notice to Clearbox®, LLC at any time before such effective date.

5. INDEMNIFICATION: Subscriber shall indemnify and hold Clearbox®, LLC and its officers, directors, employees, agents, representatives, licensors and shareholders harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) arising from any claim, demand, action or proceeding initiated by any third-party against any of them and based upon any action or inaction of Subscriber. Subscriber shall assist Clearbox®, LLC, at Subscriber's expense, in the defense or settlement of any claim to which this indemnification obligation applies.

5.1 Acknowledgment. Subscriber acknowledges that Clearbox®, LLC has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties. The Subscriber irrevocably waives all claims against Clearbox®, LLC or any of its affiliates, shareholders, officers, directors, employees, agents, representatives and licensors for any action in connection with the Clearbox®, LLC database and particularly as to acts imposing liquidated damages upon Subscriber or revoking Subscriber's access to Clearbox®, LLC.

5.2 Exclusion and Limitation of Liability. Neither Clearbox®, LLC nor any of its affiliates, shareholders, officers, directors, employees, agents, representatives or licensors shall be liable to Subscriber or anyone else for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the data, including, but not limited to, reliance by any subscriber or authorized user on any information obtained through use of the Clearbox® website that result from mistakes, omissions, deletions or delays in transmission of such information, interruptions in telecommunications connections, viruses or failures of performance, whether caused in whole or part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorized access to, Clearbox® or related information, records or programs.

5.3 Maximum Aggregate Liability. In no event shall the liability of Clearbox®, LLC, its affiliates, shareholders, officers, directors, employees, agents, representatives and licensors arising out of any claim related to this agreement exceed the aggregate amount paid by subscriber hereunder in the 12 months immediately preceding the event giving rise to such claim.

5.4 Limitation of Liability. Clearbox®, LLC shall not be liable for any loss suffered by Subscriber directly or indirectly resulting from the cancellation, revocation, or termination of any insurance license or professional designation of any Appraiser contained in the appraiser database.

6. DISPUTE RESOLUTION: All claims, disputes and controversies and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement, or the breach thereof, which cannot be resolved by the parties, shall be settled by binding arbitration pursuant to the rules then in effect of the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered

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by the arbitrator(s) may be entered in Salisbury, MD, Wicomico County, in a court having jurisdiction thereof. Notwithstanding any provisions in such rules to the contrary, the arbitrator(s) shall have no authority to add or detract from the agreements of the parties.

7. LEGAL FEES AND COSTS: In the event legal action is taken by or against Subscriber, and Clearbox[®], LLC prevails, Subscriber will be obligated to reimburse Clearbox[®], LLC for the reasonable attorney's fees, costs and expenses it incurred in pursuing such legal action. Subscriber will also be responsible for any legal fees and costs incurred by Clearbox[®], LLC in enforcing any order or collecting any judgment against Subscriber.

8. MISCELLANEOUS:

8.1 Warranty Disclaimer. Subscriber expressly agrees that the data contained within Clearbox[®], made accessible to subscriber is provided on an "as is," "as available" basis, and that use of the database and the information available through the Clearbox[®] website are at the sole risk of Subscriber. Subscriber is advised to have appropriate policies in place to audit the performance of their real estate appraisers and to maintain appeal practices in the event of placement on exclusionary lists. Clearbox[®] and its licensors do not warrant that the database or Clearbox[®] web site will be uninterrupted or error-free, and Clearbox[®], LLC, its licensors and third-party information suppliers make no warranty as to the accuracy, completeness, currency or reliability of any information available through the Clearbox[®] site. Clearbox[®], LLC, its licensors and third-party information suppliers expressly disclaim any and all warranties including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8.2 Evaluation of Information. Subscriber acknowledges that Clearbox[®], LLC obtains the information and documents in the database from individual appraisers, other subscribers, and public information such as State Appraisal Boards and the Appraisal Subcommittee. Clearbox[®], LLC may partner with third party providers such as background checks to perform those services for subscribers.

8.3 Amendments. This Agreement may not be amended except by written instrument executed by both parties. This Agreement shall not be contravened by any terms contained in any purchase order, confirmation or acknowledgment signed by the parties hereto, and no modification or amendment of this Agreement shall be deemed effected by any purchase order, confirmation or acknowledgment containing other or different terms. Should any such purchase order, confirmation or acknowledgment contain additional or different terms, those terms shall be considered proposals by Subscriber which are hereby rejected. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by either party. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland applicable to contacts made and performed in Maryland.