Flood Services
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End User License Agreement

IMPORTANT-READ CAREFULLY: This End User License Agreement (the "Agreement") is a legal agreement between you and CoreLogic® Flood Services, LLC ("CoreLogic") for the use of CoreLogic's flood determinations on real property for which you are a loan provider. By clicking the agree/accept button, you agree to be bound by the terms of this Agreement. If you order, receive, access or use a CoreLogic flood determination, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, CoreLogic is unwilling to provide a flood determination to you and the representations, warranties and indemnifications contained in the Agreement do not apply. References to a "party" or to "parties" within this Agreement refer to either you or CoreLogic, or to both you and CoreLogic, as applicable.

This Agreement applies to you in the event you or your institution has not previously entered into any other executed flood services agreement with CoreLogic. If you or your institution has entered into a separate flood services agreement with CoreLogic or its predecessor, First American Flood Data Services, this Agreement does not apply.

1.   DESCRIPTION OF RIGHTS AND LIMITATIONS.

1.1 You may use the flood determination or flood determination data (collectively, "Data") only to determine whether flood insurance is required for a particular property pursuant to your obligations under federal flood regulations or guidelines. You may not use the Data, or any portion thereof, for any other purpose, including without limitation, to build or enhance any database in any form for resale or distribution.

1.2 Without prejudice to any other rights, CoreLogic may, in its sole discretion, terminate this Agreement at any time for any reason.

1.3 CoreLogic, its affiliates or third party licensors own and hold all right, title and interest in and to the Data, including all underlying data compilations, information, materials, software, and internet sites, including all intellectual property, patents, copyrights, trademarks, trade secrets and service marks derived from the Data, notwithstanding the fact that portions of the Data may be derived in whole or in part from publicly available sources. There are no implied licenses or assignments under this Agreement or otherwise granted by CoreLogic. CoreLogic reserves for itself any rights not expressly granted to you.

2.   SERVICES PROVIDED.

2.1 The Agreement enables you to request from CoreLogic a determination (a "Determination") regarding whether or not a mortgaged property is located within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency, or its successor ("FEMA"), on the currently effective FEMA Flood Insurance Rate Map or Flood Hazard Boundary Map (collectively, "FEMA Flood Map") under regulations promulgated pursuant to the Flood Disaster Protection Act of 1973 and the National Flood Insurance Reform Act of 1994, as amended (collectively, the "Acts"). **To order and receive Determinations, you will be required to set up an account and you will be provided with an account profile which includes necessary information regarding your account including product description and fee information ("Account Profile"). You acknowledge and agree that the Account Profile shall be incorporated into this Agreement by reference and the information contained in the Account Profile shall be contractual and is subject to the terms and conditions of this Agreement.**

2.2 As set forth in the Account Profile, you may request Determinations for residential or nonresidential properties. You agree to select the proper Determination type based upon the property type when requesting a Determination. To request a Determination, you agree to deliver to CoreLogic a complete street address with respect to the property for which the Determination is requested. CoreLogic may request additional information, such as a legal description, metes and bounds or survey information. CoreLogic will notify you of the results of CoreLogic's Determination in accordance with the Acts' reporting requirements. It is your obligation under this Agreement to rely only upon the most current Determination provided by CoreLogic with regard to a specific property.

2.3 At your request, CoreLogic may provide to you a Basic Determination, Life-of-Loan Determination, FlexCert Determination, Special Properties Determination, or Life-of-Loan Special Property Determination. The current product description for each type of Determination you can request on your account is available in your Account Profile. Unless you request a Life-of-Loan Determination, FlexCert Determination, or Life-of-Loan Special Properties Determination for a property, and pay the applicable fee, you acknowledge that CoreLogic is not tracking the Determination for any future changes or revisions to FEMA Flood Maps that may impact the property.

2.4 At your request, and for an additional fee, CoreLogic may provide an indication of a property's location with respect to Metropolitan Statistical Areas ("MSA") and census tract boundaries as defined by the United States Bureau of the Census (a "Census Tract Determination"). A Census Tract Determination is only available in conjunction with a Determination. Census Tract Determination fees are nonrefundable in the event a Determination is cancelled.

3.   FEES AND PAYMENT.

3.1 You will pay CoreLogic according to the fees reflected in your Account Profile. A ten dollar ($10.00) Rush Fee will be added when you request a response within four (4) business hours or less, but such fee will only be assessed if the response is actually given within such time period. You are

responsible for identifying and reporting to CoreLogic within thirty (30) days those particular Determinations associated with loans which (i) do not close; (ii) are paid off; or (iii) are sold or transferred. CoreLogic reserves the right to cancel Basic Determinations and to cancel tracking for Life-of-Loan Determinations, FlexCert Determinations, and Life-of-Loan Special Properties Determinations after one hundred and twenty (120) days from the date of the Determination in the event that you do not accurately identify the servicer of the loan associated with the Determination. The representations and warranties under Section 4.4 below with respect to tracking for map revisions do not apply to map revisions that occur subsequent to CoreLogic's cancellation of tracking in the event that CoreLogic cancels the tracking as described herein. Failure to notify CoreLogic regarding loans that do not close, or are paid off, sold, or transferred within thirty (30) days of such event constitutes a breach of this Agreement.

3.2 Prior to the fifteenth (15th) day of each calendar month, CoreLogic shall submit an invoice itemized by your loan number, CoreLogic order number or other recognizable information, of the orders placed the previous calendar month and stating the amount due for each. All fees shall be payable within thirty (30) days of the date of the invoice. Fees not paid within the time period shall bear interest at the rate of ten percent (10%) per annum until paid, or the maximum rate allowed by law, whichever is less. You waive your right to dispute any fees after ninety (90) days from the invoice date.

3.3 All fees under this Agreement are exclusive of sales, use, ad valorem, personal property and other taxes or duties. When CoreLogic has the legal obligation to collect such taxes, CoreLogic shall include the appropriate charges for such taxes on your invoice, unless you provide CoreLogic with a valid tax exemption certificate authorized by the appropriate taxing authority prior to issuance of the invoice.

4. REPRESENTATIONS AND WARRANTIES.

4.1 CoreLogic agrees to make a reasonably prudent Determination by diligent and good faith review of the most current FEMA Flood Maps.

4.2 If CoreLogic issues a Determination on a property stating that the insurable structure located thereon is not located within a Special Flood Hazard Area, and the structure is in fact located in a Special Flood Hazard Area according to the FEMA Flood Map effective as of the date of the Determination, CoreLogic shall compensate you for the costs of any uninsured flood damage to the structure that would have been paid by a National Flood Insurance Program ("NFIP") policy, less any premiums that would have been paid for an NFIP policy during the life of the loan secured by the property, or, in the case of a FlexCert Determination, the outstanding principal balance of the line/loan, whichever is less.

4.3 If CoreLogic issues a Determination on a property stating that the insurable structure located thereon is located within a Special Flood Hazard Area, and the structure is in fact not located in a Special Flood Hazard Area according to the FEMA Flood Map effective as of the date of the Determination, CoreLogic will reimburse you for any unnecessary or excessive flood insurance premiums paid during the life of the loan secured by the property, which are not refunded by the NFIP or the insurer.

4.4 Solely with respect to Life-of-Loan Determinations, you receive the following additional guarantee: If the zone status of a property submitted to CoreLogic for a Life-of-Loan Determination changes as a result of the issuance of an amended or revised FEMA Flood Map, and CoreLogic fails to notify you of the change within sixty (60) days of the effective date of the amended or revised FEMA Flood Map or within sixty (60) days of the date CoreLogic receives the amended or revised FEMA Flood Map, whichever is later, CoreLogic shall (i) compensate you for the costs of any uninsured flood damage to the structure that would have been paid by an NFIP policy, less any premiums that would have been paid if an NFIP policy had been in effect or (ii) reimburse you for unnecessary or excessive flood insurance premiums paid since the removal of the property from the Special Flood Hazard Area, which are not refunded by the NFIP or the insurer. Life-of-Loan Determination notices are sent to you by CoreLogic unless CoreLogic is notified in writing of the identity of the servicer of the loan associated with the Determination. You are responsible for notifying CoreLogic in writing, or as otherwise mutually agreed, of the identity of the servicer of the loan associated with the Determination.

4.5 THE REMEDIES SET FORTH IN THIS SECTION 4 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY CORELOGIC OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY ERRANT DETERMINATION OR FOR ANY USE OF ITS DATA. IN ANY EVENT, CORELOGIC SHALL HAVE LIABILITY ONLY FOR DETERMINATIONS OR DATA MADE WITH RESPECT TO PROPERTIES FOR WHICH YOU MAKE OR UNDERTAKE TO SERVICE A MORTGAGE OR EQUITY LOAN, ON OR WITHIN ONE HUNDRED AND TWENTY (120) DAYS AFTER THE DATE CORELOGIC NOTIFIES YOU OF THE RESULTS OF CORELOGIC'S DETERMINATION OR DATA.

4.6 IN NO EVENT SHALL CORELOGIC HAVE ANY LIABILITY FOR AN ERRANT DETERMINATION OR DATA IF CORELOGIC NOTIFIES YOU IN WRITING OF THE ERRANT DETERMINATION OR DATA AND PROVIDES YOU WITH A CORRECTED DETERMINATION OR DATA AT LEAST SIXTY (60) DAYS PRIOR TO AN UNINSURED FLOOD LOSS. IN NO EVENT SHALL CORELOGIC BE RESPONSIBLE FOR UNINSURED DAMAGES TO A PROPERTY UNDER SECTIONS 4.2 AND 4.4 FOR MORE THAN ONE FLOOD LOSS ON THE SAME PROPERTY. IN NO EVENT SHALL CORELOGIC HAVE ANY LIABILITY FOR ANY LOSSES, COSTS, DAMAGES OR EXPENSES SUFFERED BY YOU, YOUR BORROWER OR ANY TENANT OF THE PROPERTY FOR LOSS OF RENTS, LOST PROFITS OR DIMINUTION OF VALUE OF THE PROPERTY, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. YOU ARE THE SOLE AND EXCLUSIVE BENEFICIARY OF THIS AGREEMENT. THERE ARE NO THIRD-PARTY BENEFICIARIES. IN NO EVENT SHALL CORELOGIC PAY IN EXCESS OF $100,000 PER DETERMINATION OR THE INSURANCE AMOUNT MADE AVAILABLE BY AN NFIP POLICY, WHICHEVER IS LESS. CORELOGIC IS NOT LIABLE FOR ANY DAMAGES OR DELAY CAUSED BY EVENTS THAT ARE OUTSIDE ITS REASONABLE CONTROL.

4.7 CoreLogic shall have no continuing liability for any Determination or Data associated with a fee not paid in accordance with the payment terms in Section 3.

5. CONFIDENTIALITY.

5.1 During the course of this Agreement, each party may obtain information from the other which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information includes, but is not limited to: (i) information disclosed by a party relating to or included in the Data, product development strategy and activity, marketing strategy, corporate assessments and strategic plans; pricing, financial, statistical and accounting information; information regarding the parties or their suppliers, employees, investors, contractors or customers; software, source code, systems, processes, designs, schematics, methods, techniques, algorithms, formulae, inventions and discoveries; policies, guidelines, procedures, practices, disputes and litigation; (ii) other confidential, proprietary or trade secret information disclosed by a party that is identified in writing as such at the time of its disclosure or that a reasonable person would deem confidential under the circumstances; (iii) the terms of this Agreement; and (iv) any compilation or summary of information or data that is itself confidential.

5.2 Neither party shall use, disseminate, reproduce or permit to be used, disseminated or reproduced, or in any way disclose the other party's Confidential Information to any person or entity except as specifically permitted in this Agreement or required by law. Absent prior written consent of the other party, each party shall disclose Confidential Information only to those of its employees and independent contractors who have (i) a need to know such Confidential Information in the performance of their obligations under this Agreement and (ii) previously agreed to be bound by terms and conditions of confidentiality at least as restrictive as those set forth in this Agreement. Each party shall keep all Confidential Information disclosed to it in connection with this Agreement in strict trust and confidence, using commercially reasonable measures at least equal to those used by such party with respect to its own Confidential Information of a similar nature.

5.3 The restrictions on use and disclosure of Confidential Information set forth herein shall not apply to any particular Confidential Information when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving party free of any obligations of confidentiality; (iii) is subsequently disclosed to the receiving party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligations of confidentiality; (iv) is independently developed by the receiving party or a third party without reference or access to the disclosing party's Confidential Information; or (v) is otherwise agreed upon by the parties not to be subject to the restrictions set forth herein. The party claiming any of the above exceptions has the burden of providing evidence of applicability. The receiving party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (a) the receiving party shall use all reasonable efforts to provide the disclosing party with at least ten (10) days prior notice of such disclosure; (b) the receiving party shall disclose only that portion of the Confidential Information that is legally required to be furnished; and (c) the receiving party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information. Notwithstanding that portions of the Data may be derived in whole or in part from publicly available sources, the Data and any of CoreLogic's databases used in deriving the Data are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, the restrictions on use and disclosure of the Data are not subject to the exceptions contained in this Section 5.3.

5.4 Each party represents that it has implemented and maintains an information security program as required by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 *et seq.*) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Such program shall include appropriate administrative, technical and physical safeguards reasonably designed to: (i) insure the security and confidentiality of consumer information; (ii) protect against any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; and (iv) ensure disposal of consumer information in a secure manner.

5.5 The obligations set forth in this Section 5 shall survive termination of this Agreement.

6. MISCELLANEOUS.

6.1 This Agreement shall be governed by the laws of the State of Texas without reference to conflict of law provisions. The parties shall submit to the exclusive jurisdiction of, and waive any venue objections against, the state and federal courts in Travis County, Texas in any litigation arising out of this Agreement.

6.2 This Agreement contains the entire understanding of the parties with respect to the matters covered herein. The terms and conditions of CoreLogic's End User License Agreement are subject to change from time to time and the current version maintained by CoreLogic shall govern your use of the Data. You are responsible for being aware of the rights and obligations under the current End User License Agreement.

6.3 Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than you and CoreLogic any rights or remedies under or by reason of this Agreement. You may not assign this Agreement without the prior written consent of CoreLogic. This Agreement shall be binding on you and your affiliates, employees, agents and permitted assigns.

6.4 This is a business relationship limited to the scope of this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement and neither party may hold itself out that way.

6.5 You warrant and represent that you have been and are, on the date of acceptance of this Agreement, duly authorized to accept this Agreement.