

PURCHASE ORDER TERMS

The following terms apply to the purchase of goods and license of software (collectively "Goods") and services ("Services") set forth in Purchase Order(s) issued by CoreLogic Solutions, LLC or any other CoreLogic entity set forth on the applicable Purchase Order ("CoreLogic") to Supplier unless Supplier and an authorized representative of CoreLogic have mutually executed another service or product agreement (an "Alternative Agreement"). Each Purchase Order becomes a valid and binding obligation of the parties upon the earlier of: (i) CoreLogic's receipt of a signed copy of a Purchase Order; (ii) Supplier starting performance under a Purchase Order; or (iii) Supplier acknowledging a Purchase Order within 7 days of receipt. Except for an Alternative Agreement, if any, and for terms expressly agreed to in a writing signed by an authorized CoreLogic representative, any terms that contradict these Purchase Order Terms are not valid.

- 1. PAYMENT.** CoreLogic will pay undisputed amounts from the later of (i) net 45 after receipt of a valid invoice, or (ii) upon CoreLogic's acceptance of Goods or Services. CoreLogic may make payment via credit card, check, electronic funds transfer or any other valid method of payment. Supplier will not invoice CoreLogic until Goods have been delivered or Services rendered. The prices for Goods and Services on a Purchase Order are complete and include, but are not limited to: purchase price, shipping, packaging, labeling, custom duties, storage and insurance. Supplier must submit invoices and, at CoreLogic's option, receive payments electronically, utilizing a CoreLogic-approved electronic platform. If Supplier fails to enroll for automated invoicing and payment, CoreLogic may delay payment until Supplier completes enrollment.
- 2. DELIVERY & ACCEPTANCE.** All shipping, completion and delivery dates are firm. Shipment of Goods will be F.O.B. destination, unless otherwise set forth on a Purchase Order. Supplier will ship freight prepaid. Supplier must suitably pack or otherwise prepare for shipment all Goods to prevent damage in transit. Supplier must comply with all carrier requirements. Goods must be classified to secure the lowest possible shipment and insurance rates. CoreLogic may test or inspect all Goods or Services delivered, but CoreLogic's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods or Services or a waiver of any right or warranty and does not preclude CoreLogic from rejecting defective Goods or Services.
- 3. CONFIDENTIALITY.** All information relating to a Purchase Order is "CoreLogic Confidential Information." Supplier may only use and copy the CoreLogic Confidential Information to perform its obligations under the Purchase Order. Supplier will not disclose CoreLogic Confidential Information to any third party without the written consent of CoreLogic. Upon cessation of work, or upon request, Supplier must return all documents and other materials that contain or relate to CoreLogic Confidential Information. CoreLogic Confidential Information does not include information that is: (i) rightfully known by Supplier prior to negotiations leading to a Purchase Order; (ii) independently developed by Supplier without reliance on the CoreLogic Confidential Information; or (iii) part of the public domain or is lawfully obtained by Supplier from a third party without any confidentiality violation. The restrictions on use and disclosure of CoreLogic Confidential Information set forth herein shall not apply to any particular CoreLogic Confidential Information when and to the extent that the CoreLogic Confidential Information: (a) is or becomes generally available to the public through no fault of the Supplier (or anyone acting on its behalf); (b) was previously rightfully known to the receiving party free of any obligations of confidentiality; (c) is subsequently disclosed to Supplier 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 Supplier or a third party without reference or access to CoreLogic Confidential Information; or (d) is otherwise agreed upon by the parties not to be subject to the restrictions set forth herein. Supplier may disclose CoreLogic Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) Supplier shall use all reasonable efforts to provide CoreLogic with at least 10 days prior notice of such disclosure; (ii) Supplier shall disclose only that portion of CoreLogic Confidential Information that is legally required to be furnished; and (iii) Supplier shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed CoreLogic Confidential Information.
- 4. WARRANTIES AND CERTAIN COVENANTS.** (a) Supplier warrants and covenants that all Goods and Services delivered: (i) do and will conform with the Purchase Order and all specifications; (ii) are and will be free from defects in materials, workmanship and design; (iii) are and will be free from liens, restrictions, reservations, security interests or encumbrances; (iv) are and will be suitable for, and perform in accordance with, the particular purposes for which they were purchased by CoreLogic and for which they were designed, manufactured or constructed; (v) do and will perform and process date arithmetic and date/time data in a consistent and accurate manner; (vi) do and will, to the extent Goods will be or are used in combination with other CoreLogic software, hardware or firmware, properly interoperate with the software, hardware or firmware; and (vii) with respect to Services only, they will be provided by individuals that have the expertise, skills, training and professional education to perform the Services in a professional manner. (b) Supplier will, at CoreLogic's request and without additional expense to CoreLogic, promptly correct defects or replace non-conforming Goods or Services. If Supplier does not promptly correct defects or replace non-conforming Goods or Services, CoreLogic, after written notice to Supplier, may make corrections or replace Goods and Services and charge Supplier for the cost incurred. (c) Supplier warrants that neither Goods nor Services, nor CoreLogic's use of Goods or Services, will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation. (d) Supplier warrants that Goods and Services requiring the use of any software or data provided on a network or stand-alone desktop computer will not contain any software viruses or other malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down a computer system or any component of a computer system, including its security or user data. At CoreLogic's request, Supplier will provide a master copy of any software necessary to operate the Goods or Services in object code format for comparison and correction.
- 5. INDEMNIFICATION AND INSURANCE.** (a) Supplier agrees to indemnify and defend CoreLogic, CoreLogic's affiliates, and their respective customers, officers, directors, employees, and agents against any third party claim, demand, suit, cause of action, liability, loss or expense (including reasonable attorneys' fees) brought against any CoreLogic indemnitee resulting from (i) any act or omission of Supplier under a Purchase Order (including injury to persons and loss of, or damage to, tangible and intangible property), (ii) the inaccuracy of any warranty or representation made by Supplier, or (iii) the infringement of any patent, copyright, trademark, intellectual property right or Supplier's misappropriation of any trade secret or violation of any right of publicity or nondisclosure obligation. (b) If the purchase or CoreLogic's use of Goods or Services is enjoined, Supplier must, at its own expense and at CoreLogic's option, procure non-infringing goods or services, replace the Goods or Services with non-infringing goods or services, modify the infringing Goods or Services so the infringement is removed, or refund the purchase price of the infringing Goods or Services. (c) Throughout its performance under a Purchase Order, Supplier agrees to maintain policies of insurance that include, but are not limited to, general commercial liability insurance covering its performance under the Purchase Order, worker's compensation insurance to comply with applicable law, and automobile insurance. All insurance policies will have limits of at least \$1,000,000 per occurrence.
- 6. OWNERSHIP.** (a) Supplier must promptly disclose and assign to CoreLogic all intellectual property generated, conceived or developed under a Purchase Order, including, but not limited to: proprietary information, inventions conceived or reduced to practice as a result of the Purchase Order, and any resulting patents. Any works of authorship in any form of expression, including, but not limited to, manuals and software developed under the Purchase Order, are works for hire and belong exclusively to CoreLogic. If, by operation of law, the ownership of works for hire do not automatically vest in CoreLogic, Supplier hereby assigns and agrees to assign ownership to CoreLogic. Supplier will provide reasonable assistance to CoreLogic to secure intellectual property protection, including, but not limited to, assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. Supplier will pay its personnel any compensation due in connection with the assignment of any intellectual property or invention. Supplier warrants to CoreLogic that Supplier's personnel are subject to agreements that will secure CoreLogic's rights under this section. (b) For intellectual property, including software, provided under a Purchase Order, but not owned by CoreLogic under Section 6 a), Supplier grants to CoreLogic a fully paid-up, worldwide, perpetual license to install, move, execute, use, copy, test, display, perform and distribute such intellectual property for CoreLogic's business purposes, including the provision of managed services, webhosting services and application service provider and application infrastructure provider services.
- 7. TERMINATION.** CoreLogic may at any time terminate for convenience further performance of all or part of a Purchase Order by giving written notice to Supplier. If Supplier, for any reason, fails to ship or deliver Goods or perform Services within the times specified in a Purchase Order, CoreLogic may, without liability (except for Goods or Services previously delivered and accepted), terminate in whole or in part the Purchase Order, by written notice to Supplier, and Supplier will be liable to CoreLogic for damages that CoreLogic incurs due to non-performance, including the excess cost for substitute Goods or Services.
- 8. LIMITATION OF CORELOGIC'S LIABILITY.** CoreLogic will not be liable for special, indirect, consequential (including, but not limited to, lost profits), special, exemplary or punitive damages arising out of or relating to a Purchase Order. CoreLogic's liability for any claim of any kind arising out of or relating to a Purchase Order will not exceed the price of the goods or services giving rise to the claim.
- 9. CHOICE OF LAW.** Each Purchase Order and the rights and obligations of the parties are governed by the laws of the state of California without regard to its conflict of laws provisions, but Purchase Order(s) and the rights and obligations of the parties will not be governed or interpreted in any way by referring to (i) any law based upon or similar to the Uniform Computer Information Transactions Act (UCITA) or (ii) the United Nations Convention on Contracts for the International Sale of Goods (UNCISG).
- 10. WAIVER OF JURY TRIAL; VENUE.** (a) Each party waives its right to a jury trial in any court action arising among the parties, whether under this agreement or otherwise related to this agreement, and whether made by claim, counterclaim, third party claim or otherwise. (b) Except to the extent necessary for CoreLogic to enforce indemnity or defense obligations under this Agreement, any court proceeding brought by either party must be brought, as appropriate, in a court of competent jurisdiction located in Orange County, California. Each party agrees to personal jurisdiction in such court. (c) The prevailing party in any formal dispute will be entitled to reasonable attorney's fees and costs, including reasonable expert fees and costs. If the prevailing party rejected a written settlement offer that exceeds its recovery, the offering party will be entitled to its reasonable attorney's fees and costs.
- 11. COMPLIANCE WITH LAWS.** Supplier will comply with all applicable laws and regulations. Supplier will take all precautions to prevent injury to persons or property damage and adhere to CoreLogic's security procedures. Equal Employment Opportunity. Supplier represents that it is an equal opportunity employer. Supplier does not discriminate on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, medical condition, disability or any other legally protected classification, except as may be permitted by law. Supplier agrees that it will comply, if applicable, with the provisions of Executive Order 11246 and its implementing regulations 41 CFR 60-1.4 (a)(7); 60-250.4; 600741.4; Title VII of the Civil Rights Act of 1964 and the rules, regulations and relevant orders of the Secretary of Labor.
- 12. GENERAL.** (a) Supplier will not, without CoreLogic's prior written consent, make any news release, public announcement, denial or confirmation of a Purchase Order, its value, or its terms. Nothing herein or in any Purchase Order grants Supplier the right to use any trademarks, service marks, trade names or logos proprietary to CoreLogic. If Supplier is granted a right to use CoreLogic marks, Supplier will do so only in strict compliance with CoreLogic's guidelines. (b) No change, amendment or modification of these terms or a Purchase Order will be effective unless in writing and signed by authorized representatives of CoreLogic and Supplier. (c) Supplier will not, without CoreLogic's prior written consent, assign all or any part of a Purchase Order. (d) Failure by CoreLogic to insist upon strict performance by Supplier of any of its obligations under a Purchase Order will not waive any subsequent or other default or failure to perform by Supplier. (e) CoreLogic's rights and remedies in law or equity are cumulative and may be exercised concurrently or separately. (f) The invalidity, in whole or in part, of any provision of these terms will not affect the validity of any other provision. (g) Time is of the essence in Supplier's performance. (h) Supplier is an independent contractor and not an agent or employee of CoreLogic or of any of CoreLogic's affiliates. Supplier is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claims by Supplier's personnel. (i) Supplier will not subcontract any portion of a Purchase Order without CoreLogic's prior written consent. (j) CoreLogic has the right to offset any amount owed by Supplier to CoreLogic or any CoreLogic affiliate against any amount owed by CoreLogic or any CoreLogic affiliate to Supplier. (k) Supplier must provide product change notices its CoreLogic contact.
- 13. ENTIRE AGREEMENT; CONFLICTS.** These terms, the Purchase Order(s) and any attachments constitute the entire agreement between the parties as to Goods or Services and supersede all previous representations, statements, negotiations, commitments and writings relating to Goods and Services. If there is a conflict between these terms, a Purchase Order and any other document related to Goods or Services, the terms of the documents will control in the following order: (i) Alternative Agreement; (ii) these Purchase Order Terms; (iii) supplemental terms set forth on a valid Purchase Order; and (iv) other documents incorporated into a Purchase Order by reference.