



End User License Agreement

Flood Services
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IMPORTANT-READ CAREFULLY: This End User License Agreement (“Agreement”) is between you (the “Customer”) and CoreLogic Flood Services, LLC (“CoreLogic”) for the use of CoreLogic’s flood determinations on real property for which Customer is a loan provider. By clicking the agree/accept button, you agree to be bound by the terms of this Agreement. By ordering, receiving, accessing or using CoreLogic’s flood determinations, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, CoreLogic is unwilling to provide flood determinations to Customer and the representations, warranties and indemnifications contained in this Agreement do not apply. References to a “party” or to “parties” refer to either Customer or CoreLogic, or to both, as applicable.

This Agreement applies to Customer if Customer or Customer’s institution has not previously entered into any other executed flood services agreement with CoreLogic. If Customer or Customer’s institution has entered into a separate services agreement with CoreLogic or its predecessor, this Agreement does not apply.

1. DESCRIPTION OF RIGHTS AND LIMITATIONS.

1.1 Customer 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 Customer’s obligations under federal flood regulations or guidelines. Customer 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 and its licensors own all right, title and interest in and to the Data and the intellectual property, copyrights and service marks that are related to CoreLogic’s flood determinations, software and internet sites. 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 Customer.

2. SERVICES PROVIDED.

2.1 This Agreement enables Customer to request from CoreLogic a determination (a “Determination”) whether or not mortgaged property is located within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency (“FEMA”), or its successor, 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, Customer will be required to set up an account and Customer will be provided with an account profile which includes necessary information regarding Customer’s account including product description and fee information (“Account Profile”). Customer acknowledges and agrees that the Account Profile is incorporated into this Agreement by reference and the information contained in the Account Profile is contractual and subject to the terms of this Agreement. At the time of account set up, Customer must provide accurate contact information (including active email addresses) for ordering, servicing and billing contacts and must update CoreLogic of any changes within 30 days.

2.2 As set forth in the Account Profile, Customer may request Determinations for residential or nonresidential properties. Customer agrees to select the proper Determination type based on the property type when requesting a Determination. To request a Determination, Customer agrees 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 Customer of the results of CoreLogic’s Determination in accordance with the Acts’ reporting requirements. Customer may only rely upon the most current Determination provided by CoreLogic with regard to a specific property.

2.3 At Customer’s request, CoreLogic may provide to Customer a Basic Determination, Life-of-Loan Determination, FlexCert Determination, or Special Properties Determination. The current product description for each type of Determination that Customer can request is available in Customer’s Account Profile. Customer acknowledges that CoreLogic is not tracking any Determination for future changes or revisions to FEMA Flood Maps that may impact the property except for products that include monitoring, which are Life-of-Loan Determinations, FlexCert Determinations and Life-of-Loan Special Properties Determinations. Notifications of changes are provided to Customer electronically for these products with monitoring. Current and accurate servicing contact information is required to receive these notifications.

2.4 At Customer’s 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 (“Census Tract Determination”). A Census Tract Determination is only available in conjunction with a Determination. Census Tract Determination fees are nonrefundable if a Determination is cancelled.

2.5 At Customer’s request, and for an additional fee, CoreLogic will provide Future Flood information which means that CoreLogic will determine if a future pending flood map exists for a property, and, if so, provide the flood status of the property on the pending flood map if available according to CoreLogic’s processes and any restrictions or limitations of the product as determined by CoreLogic. Future Flood is only available to Customer if the

Future Flood product appears in Customer's Account Profile. Future Flood provides information based upon a pending flood map which is subject to change, thus the information may not be relied upon for any regulatory or other official use.

2.6 At Customer's request, and for an additional fee, CoreLogic shall generate, print, and mail the federal "Notice to Borrower In Special Flood Hazard Area" ("NTB") on behalf of Customer to the mailing address provided by Customer for Determinations completed stating the property is in the Special Flood Hazard Area ("NTB Mailing"). NTB shall be in the form and content as maintained by CoreLogic and will be based upon whether or not the community in which the property is located participates in the National Flood Insurance Program ("NFIP") based upon the community information on the Determination. NTB Mailing will be according to CoreLogic processes and procedures via USPS first class mail. Customer acknowledges that NTB Mailing will be according to the mailing address provided by Customer and any returned mail shall go to Customer for Customer handling. Customer acknowledges that NTB Mailing provides an advance, informational disclosure and is not to be used by Customer to satisfy the statutory requirements for the NTB as found in 42 U.S.C. 4104a(a)(1). NTB Mailing shall only be available to Customer if the mailing addresses can be provided by Customer to CoreLogic according to CoreLogic's requirements. NTB Mailing is only available to Customer if the NTB Mailing product appears in Customer's Account Profile.

3. FEES AND PAYMENT.

3.1 Customer will pay CoreLogic according to the fees reflected in Customer's Account Profile, which may be updated from time to time by CoreLogic with 30 days' notice. Customer's continuation to place orders after an update to the fees is Customer's acceptance of such fees. A \$10.00 rush fee will be added when Customer requests a response within 4 business hours or less, but such fee is only assessed if the response is actually given within such time period. Customer is responsible for identifying and reporting to CoreLogic within 30 days those 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 and FlexCert Determinations after 90 days from the date of the Determination if Customer does 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 after CoreLogic's cancellation of tracking if 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 30 days of such event constitutes a breach of this Agreement.

3.2 Any fees incurred by CoreLogic for the use of third party services required by Customer will be passed on to and paid by Customer without increase. Third party services may include, without limitation (i) transmission of flood data or file fees, (ii) click-fees, (iii) technology transaction portal fees, (iv) loan origination or servicing system platforms transmission fees, (v) use of middleware fees and (vi) fees to establish integrations to Customer as requested by Customer. Customer and CoreLogic will agree in writing on special project or ad hoc fees on a per project basis.

3.3 Prior to the 15th day of each calendar month, CoreLogic will submit an electronic statement to Customer itemized by Customer's loan number, CoreLogic order number, or other recognizable information, of the orders placed the previous calendar month and stating the amount due for each. CoreLogic will charge a \$5.00 per invoice fee if Customer requires a hardcopy or mailed invoice. Fees are payable within 30 days of the date of invoice. Fees not paid within such time period may be assessed a late charge of 1.5 % of the unpaid amount per month, or the maximum rate allowed by law, whichever is less. Any fees incurred by CoreLogic for third-party services under Section 3.2 may be charged to Customer the month following the month in which CoreLogic incurred the fees. Third-party services fees, special project fees, hardcopy invoice fees and other ad hoc fees may be billed separately from the monthly statement for Determinations.

3.4 Fees are exclusive of taxes. Customer shall be responsible for all legally required taxes, duties, or other assessments imposed, exclusive of any income taxes imposed upon CoreLogic. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic's invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

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, and a claim is made against Customer for the uninsured flood damage, CoreLogic will compensate Customer 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 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, and a claim is made against Customer for the flood insurance premiums paid, CoreLogic will reimburse Customer 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, Customer receives the following additional guarantee: If the zone status of a property submitted to CoreLogic for Life-of-Loan Determination changes as a result of the issuance of an amended or revised FEMA Flood Map, and CoreLogic fails to notify Customer of the change within 60 days of the effective date of the amended or revised FEMA Flood Map or within 60 days of the date CoreLogic receives the amended or revised FEMA Flood Map, whichever is later, CoreLogic will (i) compensate Customer for the costs of any uninsured flood damage to the structure, for which a claim is made against Customer, 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 in the case of a FlexCert Determination, the outstanding principal balance of the

line/loan, whichever is less, or (ii) reimburse Customer 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 notifications are sent electronically to Customer by CoreLogic unless CoreLogic is notified in writing of the identity of the servicer of the loan associated with the Determination. Customer is 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 AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY CORELOGIC OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY ERRANT DETERMINATION. IN ANY EVENT, CORELOGIC HAS LIABILITY ONLY FOR DETERMINATIONS MADE WITH RESPECT TO PROPERTIES FOR WHICH YOU MAKE OR UNDERTAKE TO SERVICE A MORTGAGE OR EQUITY LOAN, ON OR SUBSEQUENT TO THE DATE CORELOGIC NOTIFIES YOU OF THE RESULTS OF CORELOGIC'S DETERMINATION. CORELOGIC HAS NO LIABILITY FOR ANY DETERMINATION ASSOCIATED WITH A FEE NOT PAID IN ACCORDANCE WITH THE PAYMENT TERMS IN SECTION 3.

4.6 IN NO EVENT WILL CORELOGIC HAVE ANY LIABILITY FOR AN ERRANT DETERMINATION IF CORELOGIC NOTIFIES YOU IN WRITING OF THE ERRANT DETERMINATION AND PROVIDES YOU WITH A CORRECTED DETERMINATION AT LEAST 60 DAYS PRIOR TO AN UNINSURED FLOOD LOSS. IN NO EVENT WILL 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 WILL 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 WILL 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FUTURE FLOOD AND NTB MAILING ARE PROVIDED WITHOUT ANY PERFORMANCE WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO NTB MAILING, CORELOGIC SHALL HAVE NO LIABILITY WITH RESPECT TO ANY CIVIL MONETARY PENALTIES OR OTHER PENALTIES FOR CLIENT NON-COMPLIANCE UNDER 42 U.S.C. 4104a(a)(1).

5. CONFIDENTIALITY.

5.1 Each party will use its best efforts to keep the other party's confidential information secret and confidential. "Confidential Information" means information about a party which includes, without limitation, a party's trade secrets and proprietary information, whether identified as confidential or by its nature should be reasonably considered confidential, business volumes or usage, financial information, pricing information, information concerning a party's operations, affairs, products, marketing and systems.

5.2 The parties agree (a) to hold all Confidential Information in confidence, (b) not to disclose Confidential Information of the other to any third party, other than the receiving party's affiliates, officers, directors, employees, agents or representatives which have a need to know such information in connection with this Agreement (collectively, "Representatives"), and (c) that the receiving party will not use or permit its Representatives to use any such Confidential Information for purposes other than those contemplated by this Agreement. Neither party has any obligation with respect to any Confidential Information which (i) that party independently develops; (ii) is or becomes publicly available without a breach of this Agreement by either party or is known prior to the commencement of this Agreement; (iii) is disclosed to it by a third party who is not required to maintain confidentiality; or (iv) is approved for release by the other party in writing. The party claiming any of the above exceptions has the burden of providing evidence of applicability. The obligations set forth in this Section 5 survive termination of this Agreement.

5.3 The parties acknowledge that for CoreLogic to perform its duties and obligations under this Agreement, Customer may need to disclose information concerning Customer's customers to CoreLogic ("Customer Information"). CoreLogic acknowledges Customer's obligations pursuant to the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 *et seq.*) and the regulations promulgated thereunder ("GLBA") and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (the "Guidelines"). Customer Information will be maintained in confidence and not disclosed, used or duplicated other than for the purposes contemplated by this Agreement or in compliance with the privacy requirements set forth in the GLBA and/or the Guidelines. CoreLogic agrees to implement appropriate standards with respect to Customer's Customer Information designed to meet the objectives of the GLBA and Guidelines, and specifically agrees to institute measures to ensure the security of Customer Information and to protect against any anticipated threats or hazards to the security or integrity of such Customer Information.

6. MISCELLANEOUS.

This Agreement is governed by the laws of the State of Texas and contains the entire understanding of the parties with respect to the matters covered herein. The terms of CoreLogic's End User License Agreement are subject to change from time to time and the current version maintained by CoreLogic governs. Customer is responsible for being aware of the rights and obligations under the current End User License Agreement. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Customer and CoreLogic any rights or remedies under or by reason of this Agreement. This Agreement is binding to Customer and Customer's affiliates, employees and agents. Customer may not assign this Agreement without the prior written consent of CoreLogic, which consent may be unreasonably withheld. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Customer warrants and represents that Customer has been and is, on the date of the acceptance of this Agreement, duly authorized to accept this Agreement.