

## LENDERHOMEPAGE.COM TERMS OF SERVICE

### Terms of Use:

1. LenderHomePage has developed software that creates and manages mortgage websites, facilitates lead capture, securely intakes mortgage application online and/or via mobile apps, provides borrower useful resources, simplifies the referral process, and provides calculators and other tools for consumers, mortgage professionals and real estate agents (the "Software"). Access to the Software is provided by LenderHomePage as a service to Licensee via SaaS (Software as a Service) model, in which the Software is hosted on servers of LenderHomePage or of a third party engaged by LenderHomePage, where the third party is in the business of hosting Internet services and/or applications.
2. LenderHomePage maintains the Software, hardware, and systems to deliver the LenderHomePage Service to subscribing Licensees via the Internet. LenderHomePage shall provide its online access and services to Licensee as provided for herein and in the Statement of Work and any Amendments that are attached hereto and incorporated herein as part of this Agreement (the "LenderHomePage Service" or "Service").
3. Licensee desires to utilize the LenderHomePage Service, and LenderHomePage desires to provide the LenderHomePage Service to Licensee, pursuant to the terms and conditions of this Agreement.

### Section 1: Engagement

- 1.1 **User Accounts.** LenderHomePage will provide the LenderHomePage Service to Licensee via a plurality of end users authorized by Licensee to use the LenderHomePage Service ("End Users"). Each End User shall be identified by a unique user id and password ("User Account") and a User Account may only be used by one (1) individual. Licensee shall not share a User Account among multiple individuals. Licensee shall be responsible for all acts or omissions of its End Users.
- 1.2 **Service.** LenderHomePage will use, operate, and/or make available applicable software, hardware, network, systems, platforms, and/or other technologies and expertise reasonably required to provide the LenderHomePage Service to Licensee. The LenderHomePage Service shall be hosted on servers at trusted third party companies selected by LenderHomePage who are in the business of hosting Internet services and/or applications.
- 1.3 **Listed as Client.** You agree that, during the term of the Agreement, LenderHomePage may reference You in LenderHomePage's client listings and may place Your name and logo on LenderHomePage's website and in collateral marketing material relating to LenderHomePage's products and services. You hereby grant LenderHomePage a right to use Your Trademarks (name and Logo only) designated by You for such limited uses.

### Section 2: License of LenderHomePage Service

- 2.1 **License.** LenderHomePage grants Licensee a limited, non-exclusive, non-transferable, non-licensable worldwide license, during the term of this Agreement, to use the LenderHomePage Service for Licensee's own internal business purposes in accordance with the terms and conditions provided herein.
- 2.2 **Unauthorized Duplication or Use.** Licensee shall use commercially reasonable efforts to prevent its employees and other third parties from making unauthorized copies of any content in the LenderHomePage Software or using the LenderHomePage Service in violation of this Agreement. If Licensee discovers any such unauthorized duplication or use, it will promptly notify LenderHomePage and take commercially reasonable actions to resolve the problem as soon as reasonably possible.
- 2.3 **Licensee Data Restrictions.** In using the Service, Licensee and/or its End Users may submit electronic data and information to the Service, including without limitation questions, responses, and

other data and information input, any data provided as part of the mortgage process including personally identifiable information of Licensee or persons or entities entered into the Service (collectively "Licensee Data"). License and/or End Users shall not (a) post, upload, publish, submit or transmit any Licensee Data, including without limitation data, text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates any applicable law or regulation or would give rise to civil liability; or (iii) is fraudulent, false, misleading or deceptive, (b) attempt to gain unauthorized access to any portion or feature of the LenderHomePage Service, or any other systems or networks connected to the LenderHomePage Service by hacking, password "mining" or any other illegitimate means; or (c) harvest or collect user names, email addresses or any other client identifying information by electronic or other means for the purpose of sending unsolicited email or other communications.

**2.4 No Sublicense.** Licensee is not permitted to sublicense the LenderHomePage Software to third parties without written permission of LenderHomePage except to affiliates and third-party vendors solely for providing services for Licensee and not for their own use.

**2.5 License of Your Content.** You may decide to provide LenderHomePage with text, graphics, and other information ("Your Content") for LenderHomePage to customize your customized LenderHomePage services. You hereby grant LenderHomePage a non-exclusive right to reproduce, modify, and adapt, display, distribute, transmit, and otherwise use Your Content.

### Section 3: Service Level Agreement

**3.1 SLA Objectives:** LenderHomePage service level objectives measured monthly and excluding scheduled maintenance, are as follows (all times reflect Pacific Standard Time):

Period	Timeframe	Uptime % Goal*
Peak	Every day (7:00 a.m. to 8:00 p.m.)	99.5%
Non-Peak	Nights Every day (8:00 p.m. to 7:00 a.m.)	99.0%

\*These percentages indicate uptime objectives. For example, LenderHomePage aims to be down less than 0.50% of the time during the 7:00 a.m. to 8:00 p.m. time periods.

**3.2 Maintenance Periods:** As a cloud-based technology platform, LenderHomePage regularly releases system patches and security upgrades. Our intent is to run scheduled maintenance during Non-Peak hours. LenderHomePage will alert Licensees of any necessary maintenance occurring during Peak hours or having a high impact on service availability two weeks in advance at minimum. Scheduled maintenance is not considered in the calculation of uptime.

**3.3 Email support:** Email support requests may be submitted to LenderHomePage 24 hours a day 7 days a week to support@LenderHomePage.com. First level response time for email support will be 8 hours or less during business hours.

**3.4 Live Chat support:** Live Chat help may be requested during the Business Hours and is available based on Agent availability. First level response time for Live Chat will be 8 hours or less during business hours.

**3.5 Phone support:** Phone support (for technical support including operations, security failures, incident reporting, system issues, concerns, or complaints) may be requested at "15-min increments" via the "Support Calendar" any time during normal business hours for "Multi-User" packages only. All other phone inquiries will be converted to Email Support tickets by the LenderHomePage staff and will follow the Email Support response times.

**3.6 Hours of Operation:** Business hours are defined as 7:00 am – 5:00 pm Pacific Time, Monday through Friday.

Support is closed for the following company holidays:

New Year's Day*	President's Day	Memorial Day
Independence Day*	Labor Day	Thanksgiving
Friday after Thanksgiving	Christmas Day*	

\*If the holiday falls on a Saturday it is observed on the Friday preceding. If the holiday falls on a Sunday, it is observed on the following Monday.

### **3.7 Support Responsibility:**

a. LenderHomePage and the Licensee will handle the following jointly:

- The Licensee will perform the tasks of user classification and setup for Administrators, loan officers, staff, realtor partners, and borrowers. Tasks may include updating user photos, entering loan officer and partner information, adding and removing loan officers, and basic internal training on the LenderHomePage technology.
- LenderHomePage will serve as an escalation point for support issues when the Licensee is unable to complete the desired tasks.

b. LenderHomePage will provide support for the following:

- Troubleshooting data or functionality problems
- Issues involving supported vendor integrations (credentials, etc..) .
- Reporting of a system issue (bugs or system not available).
- Customer service requests (direct you appropriately for billing/contract questions, ordering new services, etc.).

**3.8 Modifications and Enhancements.** LenderHomePage may also make modifications to the LenderHomePage Service to improve and enhance the LenderHomePage Service, as it deems appropriate in its sole discretion, by adding additional service options, improving the user interface, and otherwise responding to its licensees' feedback and requests. LenderHomePage will make all such

improvements and enhancements (including, but not limited to, error corrections, bug fixes and performance or functionality improvements) available to Licensee under the terms of this Agreement. Licensee may also utilize LenderHomePage's support web site to make enhancement requests and other special requests.

#### **Section 4: Payment and Termination**

**4.1 Late Payment.** In addition to other remedies available to LenderHomePage, it has the option to terminate or suspend Services if invoice payments are not received within the terms of the invoice, after LenderHomePage provides Licensee with a seven days' delinquent notice via email.

**4.2 Taxes.** Licensee understands required state and/or federal taxes may be charged to the Licensee.

**4.3 Termination.** In addition to any other remedies it may have, either Party may also terminate this Agreement after thirty (30) days' notice (or without notice in the case of nonpayment), if the other Party materially breaches any of the terms or conditions of this Agreement. Licensee will pay in full for the Service up to and including the last day on which the Service is provided.

**4.4 Effect of Termination.** Upon termination of this Agreement, LenderHomePage shall discontinue providing the LenderHomePage Service to Licensee and Licensee shall cease using the LenderHomePage Service. Each Party shall promptly return or destroy all Confidential Information of the other Party, as applicable, in accordance with the terms of the Confidential Information in Section 8 (defined below). For thirty (30) days after the date of termination, Licensee shall have reasonable access to retrieve and secure its data contained in the Service. In addition, any terms that by their nature extend beyond termination of this Agreement shall survive.

#### **Section 5: Ownership**

Subject to the licenses and rights granted herein, the parties acknowledge that:

**5.1. LenderHomePage Property.** As between the parties, LenderHomePage owns all right, title and interest in and to the LenderHomePage Service, all related software and technology, and all LenderHomePage content provided in connection with the LenderHomePage Service, as well as all improvements, enhancements and derivatives of any of the foregoing, including all intellectual property rights in the same ("LenderHomePage Property"). LenderHomePage reserves all rights not expressly granted to Licensee in this Agreement. LenderHomePage shall be licensed to use any suggestions, enhancement requests, recommendations or other feedback it receives from Licensee or End Users in perpetuity, during and after the duration of this Agreement, except for Licensee's Confidential Information or Licensee's Data that are limited to use only pursuant to the terms provided for such herein.

**5.2 Licensee Data.** Licensee owns all right, title and interest in and to any Licensee Data, described above. All such Licensee Data that is not known publicly shall be deemed Confidential Information of Licensee pursuant to the terms of Section 8 and shall not be utilized by LenderHomePage for any purpose other than to perform its obligations under this Agreement or as agreed to in writing by an authorized representative of Licensee. Notwithstanding, LenderHomePage may maintain and make use of anonymized sets of data derived from Licensee Data to improve and enhance the LenderHomePage Service.

#### **Section 6: Representations and Warranties**

**6.1 By LenderHomePage.** LenderHomePage represents and warrants to Licensee that:

- a. it has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which LenderHomePage is bound.

- b. it will comply with the laws, rules and regulations that apply to LenderHomePage in connection with the conduct of its business and its provision of the LenderHomePage Service, including not violating the privacy or other right of any person or entity.
- c. it will not knowingly infringe on any third party's patent, trademark, mask work, copyright, trade secret, or other intellectual property right; and will not violate any laws, rules, or regulations applicable to LenderHomePage or the LenderHomePage Service; and
- d. it will use commercially reasonable efforts to allow Licensee to access the LenderHomePage Service seven (7) days per week, twenty-four (24) hours per day with a goal of ninety-nine percent (99%) reliability to the LenderHomePage Service, excluding downtime (i) scheduled in advance for maintenance on a periodic basis, or (ii) due to faults caused by Licensee or Licensee's system, or (iii) due to other causes outside of the reasonable control of LenderHomePage, including without limitation malfunction or cessation of Internet services by any third party network or ISP.
- e. it will use commercially reasonable efforts to ensure that updates and/or new releases will not introduce, any program, routine, subroutine, or data (including malicious software or "malware," viruses, worms, and Trojan Horses) that are designed to disrupt the proper operation of the Service or any software or system used by Licensee in connection with the Service, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the Service or any system or software used in connection with the Software to be destroyed, damaged, or rendered inoperable.
- f. to the best of LenderHomePage' knowledge, the Software as delivered to the Licensee shall not violate any proprietary rights of third parties, including, without limitation, patents, copyrights or trade secrets; and, that the Software as delivered to the Licensee will not violate any applicable law, rule, regulation or contractual obligations or confidential relationships which LenderHomePage may have or with any third party, or violate the privacy of any third party from whom LenderHomePage may obtain any information in connection therewith.

**6.2 By Licensee.** Licensee warrants and represents to LenderHomePage that:

- a. it has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which Licensee is bound.
- b. it will comply with the laws, rules and regulations that apply to Licensee in connection with the conduct of its business and its use of the LenderHomePage Service.
- c. it will not violate the privacy or any other right of any person or entity or violate any law or regulation, with respect to the Licensee's Data that is submitted to the Service, or otherwise and
- d. it will not knowingly utilize (or allow utilization of) the LenderHomePage Service in any manner prohibited by this Agreement or written LenderHomePage policies provided to Licensee, or reverse engineer or tamper with the security of the Software or any other LenderHomePage computer software.
- e. Licensee fully recognizes and acknowledges that in facilitating the delivery of disclosures, LenderHomePage does not in anyway, express, implied, or otherwise, warranty the format of the disclosures entered into the application, neither does LenderHomePage in anyway, express, implied, or otherwise, warranty the accuracy of the mapping, or filling out of the same. Licensee recognizes and acknowledges that LenderHomePage is a delivery system used to facilitate the transaction. As such, Licensee releases LenderHomePage from any potential claims related to the format of, the completion of, or the information relayed via LenderHomePage. In any of these scenarios, Licensee will work directly with Licensee's document provider to find resolution.

### **6.3 Limitation of Warranties.**

EXCEPT AS SET FORTH IN THIS SECTION, (i) NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, AND (ii) ALL PRODUCTS AND SERVICES ARE PROVIDED BY LenderHomePage ON AN "AS IS" BASIS. LenderHomePage DOES NOT WARRANT THAT THE LenderHomePage SERVICE OR ITS SOFTWARE WILL BE TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, THAT THE SERVICE WILL BE UNINTERRUPTED, THAT ALL NON- CONFORMITIES CAN BE OR WILL BE CORRECTED. LenderHomePage DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO ANY THIRD PARTY CONTENT, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS SECTION, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, CONDITIONS AND REPRESENTATIONS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND MERCHANTABILITY. NO INFORMATION OR ADVICE OBTAINED BY LICENSEE FROM LenderHomePage OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT, AND NO WARRANTIES ARE MADE WITH RESPECT TO ANY TRIAL SERVICES OR FREE PLAN.

## **Section 7: Confidential Information**

7.1 "**Confidential Information**" means the substantive terms of this Agreement, business and marketing plans and strategies, financial and organizational information, non-public business and technology information, trade secrets, know-how and unpublished patent applications and copyright applications, data and information included in mortgage applications by Licensee and all personally identifiable information provided by mortgage respondents, any written materials marked as confidential and any other information, including recordings, and digital, visual or oral information and data, which reasonably should be understood to be confidential. Confidential Information does not include information that a Party can prove: (a) is now or later becomes generally available to the public without fault of the Party who received such information ("Recipient") from the other Party ("Discloser"); (b) was rightfully in Recipient's possession prior to its disclosure by Discloser, as evidenced by prior written documents; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser, as evidenced by prior written documents; or (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it. Additionally, a disclosure of Confidential Information that is (a) in response to a valid order by a court or other government body, (b) required by law, or (c) necessary to establish the rights of either Party hereunder, shall not be considered to be a breach of this Agreement, provided that the Recipient gives prompt notice to the Discloser of such required disclosure, so that the Discloser may seek an appropriate protective order prior to such disclosure.

7.2 **Use and Disclosure.** Recipient shall strictly safeguard the Discloser's Confidential Information and not disclose the same to any person or use the same for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser. Recipient may disclose Confidential Information only to its employees, independent contractors and professional advisors who need to know such information, and who are bound by a written agreement to keep such information confidential. Recipient shall maintain Confidential Information in a safe and secure place and shall not copy Confidential Information except to the extent necessary for the purposes of this Agreement. All confidentiality obligations shall survive termination of this Agreement.

7.3 **Data Protection.** LenderHomePage shall use commercially reasonable technology, industry best practices and commercially reasonable efforts to ensure the integrity and security of all Confidential Information with respect to theft, piracy, unauthorized access, copying, duplication and distribution.

## **Section 8: Limitation of Liability**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR



CONSEQUENTIAL DAMAGES OR LOST DATA OR PROFITS AS A RESULT OF OR IN ANY WAY CONNECTED TO THE LenderHomePage SERVICE OR THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND EVEN IF EITHER PARTY HAS BEEN SPECIFICALLY ADVISED CONCERNING THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO AN INFRINGEMENT TO THE EXTENT PROVIDED FOR HEREIN, OR ANY FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO LenderHomePage IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

## **Section 9: Indemnification**

**9.1 By LenderHomePage.** To the extent permitted by applicable federal law, LenderHomePage shall indemnify, hold harmless and defend Licensee, its agents, directors, contractors, and employees against any and all damages, suits, claims, liabilities, judgments, costs and expenses ("Claim Against Licensee") arising out of or relating to (i) any personal injury or property damage caused by LenderHomePage' breach of warranties or its unlawful, or willful acts or omissions, (ii) breach of LenderHomePage' confidentiality obligations, or (iii) an infringement or misappropriation, by LenderHomePage after LenderHomePage becomes aware of such, of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent), except to the extent that such infringement arose because of a requirement or request by Licensee. Licensee shall provide prompt written notice to LenderHomePage of any Claim Against Licensee that LenderHomePage is obligated to indemnify under this Agreement. LenderHomePage shall have the right to take control of the defense of the Claim Against Licensee and any related settlement negotiations, and Licensee shall cooperate with the defense and settlement of said claim. Licensee shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing. Licensee may not settle any such Claim Against Licensee without LenderHomePage' written consent unless the settlement unconditionally releases LenderHomePage of all liability and does not require any payment by LenderHomePage. As a complete remedy for infringement or misappropriation, LenderHomePage shall have the option, at its sole expense to (i) modify the Service so that it no longer infringes or misappropriates; or (ii) obtain a license for Licensee's continued use of the Service in accordance with this Agreement. If neither of the foregoing remedies are commercially feasible, LenderHomePage may terminate this license for the Service and refund Licensee all prepaid, unused, charges for the remainder of the Term after the effective date of termination.

**9.2 By Licensee.** To the extent permitted by applicable federal law, Licensee shall indemnify, hold harmless and defend LenderHomePage, its agents, directors, contractors, and employees against any and all damages, suits, claims, liabilities, judgments, costs and expenses ("Claim Against LenderHomePage") arising out of or relating to any personal injury or property damage caused by Licensee's breach of warranties or its unlawful, or willful acts or omissions, (ii) breach of Licensee's confidentiality obligations, (iii) use of Licensee's Data, except to the extent that LenderHomePage uses the Licensee's Data in violation of law or federal regulations, or not in compliance with this Agreement, or (iv) an infringement or misappropriation by Licensee, after Licensee has become aware of such, of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent), except to the extent that such infringement arose because of a requirement or request by LenderHomePage. LenderHomePage shall provide prompt written notice to Licensee of any Claim Against LenderHomePage that Licensee is obligated to indemnify under this Agreement. Licensee shall be permitted to take control of and participate in the defense of the claim and any related settlement negotiations, and LenderHomePage shall cooperate (at Licensee's expense if LenderHomePage is requested to cooperate by Licensee) with the defense and settlement of the claim. LenderHomePage shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

## **Section 10: Force Majeure**

Neither Party shall be liable for any loss or damage or be deemed to be in breach of this Agreement to the extent that performance of such Party's obligations or attempts to cure any breach under this

Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control.

## **Section 11: Public Announcements**

Neither Party shall issue any press release or other public statement regarding this Agreement without the prior consent of the other Party, which shall not be unreasonably withheld.

## **Section 12: General**

**12.1 Choice of Law and Jurisdiction.** This Agreement will be governed by the laws of the U.S. and the State of California, without reference to rules governing choice laws. If any dispute arises concerning this Agreement, venue shall be laid exclusively in Orange County, California, and California state and federal courts shall have exclusive jurisdiction over any dispute concerning this Agreement and the parties hereby consent to the personal jurisdiction of such courts. In the event of any such dispute, the prevailing Party shall be entitled to recover from the non-prevailing Party all attorney fees and costs incurred by the prevailing Party in connection with such dispute, regardless of whether such dispute results in the filing of a lawsuit.

**12.2 Severability.** In case of any one or more of the provisions of this Agreement should be held invalid, illegal, or unenforceable, such provision(s) shall be modified, if possible, to the minimum extent necessary to make it (them) valid and enforceable, or if it (they) cannot be so modified, then severed, and the remaining provisions contained herein shall not in any way be affected or impaired.

**12.3 Waiver:** Neither party's failure to enforce strict performance of any provision of this Agreement will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension or waiver of this Agreement shall be valid unless made in writing and signed by an authorized representative of the Party to be charged. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this agreement.

**12.4 Assignment.** Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliate or successor to all or substantially all of its business or assets (whether through merger, stock sale, asset sale or other transaction) upon notice to the other Party. Subject to the foregoing, this Agreement shall bind and insure to the benefit of the Parties, their respective successors and permitted assigns.

**12.5 Notices.** All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other Party listed above (or to such other address as a Party may furnish to the other in writing).

**12.6 No Agency.** This Agreement shall not be construed to create an agency, franchise, representative, joint venture, employment relationship, or partnership between the parties. The parties are and remain independent contractors. Neither Party has the authority to bind the other or to incur any liability or otherwise act on behalf of the other.

**12.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersede all written or oral prior agreements or understandings with respect thereto. This Agreement may not be amended except by a writing signed by authorized representatives of both Parties.

**12.8 Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth in the first paragraph of this Agreement. Either Party may change its address for notices by notice to the other Party. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or



one day after delivery to an overnight air courier. Notice for change to TOS may occur from time to time; to change any TOS, LenderHomePage must provide notice 30 days prior to the change. Email notice is sufficient for changes to TOS.

**12.9 Cooperation.** Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of the Agreement, SOW, or the Implementation Process Procedure, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptance in order that each party may properly accomplish its obligations and responsibilities. Any delay in the implementation process pursuant to the SOW that is caused by the Licensee will likely cause an excusable delay on the part of the Implementation Services provided by LenderHomePage under the SOW.

**12. 10 Change Request Process.** Licensee acknowledges changes to the agreed upon implementation (as memorialized in this document or the Implementation Process Procedure) may incur additional fees and will comply with the LenderHomePage Change Request Process.

**12.11 Survival.** The following sections shall survive any termination or expiration of this Agreement: 5, 6, 7, 8, 9 and 12.