

NOTICE TO USER

THE PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN AN END USER LICENSE AGREEMENT. ALL **INSURED PRODUCTS OR SERVICES AS WELL AS APPRAISAL PRODUCTS AND SERVICES**, AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED BY THE MORTGAGE SERVICES DIVISION OF FIRST AMERICAN TITLE INSURANCE COMPANY ("FAMS"), AND ARE SUBJECT TO THE **FAMS LICENSE AGREEMENT**. ALL **UNINSURED PRODUCTS OR SERVICES** AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED BY FIRST AMERICAN DATA TREE LLC ("DATA TREE"), AND ARE SUBJECT TO THE **FIRST AMERICAN DATA TREE LICENSE AGREEMENT** (AS WELL AS ANY THIRD PARTY PROVIDER AGREEMENTS REFERENCED THEREIN). THE FAMS LICENSE AGREEMENT AND FIRST AMERICAN DATA TREE LICENSE AGREEMENT ARE EACH REPRINTED BELOW.

BY ACCESSING THE PRODUCTS AND/OR SERVICES PROVIDED THROUGH THIS WEBSITE, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THE APPLICABLE END USER LICENSE AGREEMENT.

FAMS LICENSE AGREEMENT

Notice to user:
This is a binding contract. In consideration of your access to and use of this website, you are binding your organization to all the terms and conditions of this agreement, including the PRODUCT LIABILITY LIMITATIONS contained herein, along with the pricing and billing information negotiated with an FIRST AMERICAN Account Manager the terms of which are incorporated by reference.

This First American Title Insurance Company, Mortgage Services ("FIRST AMERICAN") User License Agreement (the "Agreement") governs all access to and use of the website whereby the services are being accessed, including all FIRST AMERICAN products, services and materials contained therein, that are delivered by means of FIRST AMERICAN'S including all third party products and information accessed through FIRST AMERICAN'S website, and any upgrades, modifications or updates thereto (collectively, "LENDERSADVANTAGE.COM"). You ("Customer"), by agreeing to accept the terms of this Agreement, is acknowledging herein that you are an authorized representative capable of binding your organization, and Customer is granted a limited, non-exclusive license to use the FIRST AMERICAN website and is bound by the following:

1. Property and Confidentiality

Except for products and information provided by a third party licensor, which such licensor shall remain the exclusive owner of the respective information, all FIRST AMERICAN websites is owned and copyrighted by FIRST AMERICAN. No ownership rights are being granted to Customer by this Agreement. Subject to the limited license provided herein, FIRST AMERICAN reserves all rights in and to any website, including but not limited to the exclusive

rights under copyright and the right to grant further licenses. Customer shall only use FIRST AMERICAN'S website as specifically stated herein. Customer acknowledges that all information accessed through FIRST AMERICAN'S website is proprietary information of FIRST AMERICAN and its third party suppliers (including without limitation real property ownership information) under copyright, and have been furnished to Customer in trust. Customer acknowledges that FIRST AMERICAN'S website contains valuable commercial products, the development of which has involved the expenditure of substantial time and money. Customer will issue appropriate instructions to all of its employees having access to FIRST AMERICAN'S website and any associated third party products concerning the restrictions contained herein, and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of any and all proprietary and confidential information (hereinafter referred to as "Confidential Information"), including without limitation, the real property ownership information, with particular respect to consumer information that is considered "sensitive", namely: financial information including mortgage values, real estate loan information, default, and foreclosure information, as related to a named individual owner; all technical and non-technical data; formulae; patterns; compilations; programs; devices; methods; techniques; drawings; processes; business practices; plans or proposals; financial information; list(s) of customer names and addresses and other customer and/or consumer-related information, including any nonpublic personal information as defined by federal law, including, but not limited to, the Gramm-Leach-Bliley Act, as it may be amended, any regulations promulgated thereunder and any other customer information protected by applicable state law; third party products and information lists of actual or potential customers or suppliers; sales and marketing information; training and operations materials; personnel records; and pricing and other financial information relating to the business or affairs of FIRST AMERICAN. Confidential Information shall not include any information that: (i) enters the public domain through no fault of the Customer; (ii) is known by Customer at the time it is disclosed by the FIRST AMERICAN, as shown by the Customer's records; (iii) is independently developed by the Customer at any time, as shown by the Customer's records; or (iv) is rightfully obtained by the Customer from an independent third party who does not have an obligation of confidentiality to FIRST AMERICAN, or the respective third-party owner of information provided through FIRST AMERICAN'S website. Customer agrees both during and after the term of this Agreement not to disclose, use, disseminate, reproduce or publish any portion of FIRST AMERICAN'S website or any products or services delivered via FIRST AMERICAN'S website in any manner other than as specifically stated herein. In the event that a breach of this Paragraph 1 occurs, in addition to FIRST AMERICAN' right to terminate the Agreement, FIRST AMERICAN may proceed to the appropriate court and seek immediate injunctive relief, or other equitable relief as appropriate, in addition to any other rights and remedies at law or in equity. In the event of termination, or expiration of this Agreement, Customer agrees to immediately cease using FIRST AMERICAN'S WEBSITE, including all information obtained through FIRST AMERICAN'S WEBSITE.

2. Use Rights and Restrictions

(i) Subject to the terms and conditions of this Agreement FIRST AMERICAN grants to Customer a non-exclusive, non-transferable license to use FIRST AMERICAN'S WEBSITE solely for Customer's internal business purposes. Customer will not use or cause the real property ownership information to be used for its internal business purpose of telemarketing and/or direct marketing. In no event is Customer permitted to reproduce or store internally in

a database or otherwise, FIRST AMERICAN'S WEBSITE in its entirety, nor is Customer permitted to reproduce or store internally substantial amounts of material and information contained in FIRST AMERICAN'S WEBSITE. Storage of any material and information obtained from FIRST AMERICAN'S WEBSITE is to be limited to a reasonable period, unless specifically required otherwise by federal, state or local laws. No copying, redistribution or use of FIRST AMERICAN'S WEBSITE, any portion thereof, nor any material contained therein is permitted for external purposes. Customer shall not disassemble, create derivative works of, decompile, manipulate or reverse engineer FIRST AMERICAN'S WEBSITE, and shall take all necessary steps to prevent any of its authorized users (per the negotiated terms with the FIRST AMERICAN Account Manager) or any third party from doing the same. Customer is not permitted to resell any information contained in FIRST AMERICAN'S WEBSITE. Customer will take all reasonable steps, in accordance with the best industry practices, to protect the security of FIRST AMERICAN'S WEBSITE and to prevent the unauthorized use or disclosure of FIRST AMERICAN'S WEBSITE.

(ii) It is the sole responsibility of Customer to maintain the confidentiality of all assigned usernames and passwords, and Customer shall be responsible for all charges relating to the use of said usernames and passwords whether or not authorized by Customer. Customer shall notify FIRST AMERICAN in writing of all changes, deletions or additions to the identity of persons assigned usernames within ten (10) days. Violation of any of the foregoing provisions shall give FIRST AMERICAN the right to immediately terminate the Agreement without further obligation. Customer shall be liable to, and agrees to indemnify, defend and hold FIRST AMERICAN harmless from any penalties, fines, claims or causes of actions due to a misappropriation or unauthorized disclosure of non-public information resulting from misuse of any usernames or passwords.

(iii) In no event shall Customer use FIRST AMERICAN'S WEBSITE for illegal purposes or to violate any federal, state or local statute, law or regulation, for debt collection, skip tracing, electronic telephone directory assistance, or in connection with any impermissible purpose as defined by the Fair Credit Reporting Act (PL 91-508, 15 U.S.C. Sections 1681 et seq.), as amended. Customer shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property lending and valuation practices. FIRST AMERICAN makes no representations or warranties about the legality or propriety of the use of FIRST AMERICAN'S WEBSITE in any jurisdiction, state or region.

(iv) FIRST AMERICAN' third party data suppliers are not responsible for any damages including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of the Licensee Reports, loss of the Licensee Reports or the cost of recovering Licensee Reports, the cost of any substitute data, or claims by third parties, or for other similar costs. In no event shall FIRST AMERICAN' data suppliers be liable for any damages resulting from Customer's inability or failure to access any Web Site.

3. Warranties, Disclaimers and Limitations

(i) Customer assumes sole responsibility for all use of the real property ownership information provided by a third party data supplier, including the liability and responsibility for any and all claims, demands, losses, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, arising out of Customer's use of the real property

ownership information and indemnifies FIRST AMERICAN and its suppliers or licensors with respect thereto. Any use of the Licensee Reports by Customer pursuant to this Agreement, shall be at its own risk and FIRST AMERICAN and its suppliers or licensors shall not be responsible for any errors or omissions.

(ii) Automated Valuation Models. The Automated Valuation Models ("AVMs") and related reports do not constitute an appraisal of the subject property. They should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected from public record sources. The accuracy of the methodology used to develop the AVM's, the existence of the subject property, and the accuracy of the predicted value, are estimations of value based on available data and are not guaranteed or warranted, nor is the completeness of any such data used by the software in processing the value. The condition of the subject property and current market conditions can greatly affect the validity of the AVMs' reports. Any report generated by FIRST AMERICAN'S WEBSITE does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. AUTOMATED VALUATION MODELS ARE OFFERED "AS IS" WITHOUT A WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

(iii) Desktop Valuation Products. FIRST AMERICAN can offer Customer two (2) types of desktop valuation products: Equity Valuation Report (EVR) and Collateral Assessment Report (CAR). The EVR consulting report is designed to report property review findings as an estimate of value based on the examination of market characteristics and the application of system valuation techniques. This type of desktop evaluation is supported by the use of assessment based conversion models, sales history review, price indexing, market analysis, sales comparison methodology, and expert market knowledge. The appropriateness and adequacy of the information examined affect requests for this type of limited real property analysis. The CAR has been designed by FIRST AMERICAN based on a variety of Customers' requests to meet the need for a quick, simple, and cost effective desk review product nationally. It is important for the user to clearly understand this valuation product. The CAR methodology consists of three approaches to reviewing valuation outcomes deemed appropriate and applicable. As a part of development, the subject property's characteristics are reviewed and reported. Next, all AVM applications, which are available to the market, are processed and then the outcomes are examined & reported. Assessment conversion processes are applied based on county assessment data and its relevance to establishing true market value ratios. Then, market analysis is performed - comparable properties selected, reported and analyzed. Lastly, all relevant outcomes are correlated to produce an indication of value based on the valuation methods employed and reconciled. DESKTOP VALUATION PRODUCTS ARE OFFERED "AS IS" WITHOUT A WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

(iv) Recording Services. First American disclaims all liability for any action or claim resulting from the written instructions provided by Customer. In addition, First American does not warrant that the recording of the document will guarantee a perfected lien. First American disclaims all liability for the acts of public officials, including but not limited to incorrect posting, indexing or recording of documents, or failure of public officials to comply with the written instructions of Customer and/or First American. If any documents are incorrectly recorded by First American, First American shall assist and pay the costs to timely cure the documents and have them re-recorded properly. If re-execution of documents is [are]

necessary, First American shall pay the costs associated with re-drawing the documents. In the event that re-recording of the documents will not correct the recording error, and Customer suffers an actual loss as a proximate cause of such error, First American agrees to compensate the Customer up to the face amount of the security instrument, contingent upon, [amount of] actual loss suffered by the Customer. Provided, however, Customer agrees to pursue all means to mitigate such loss, and will assist First American in its efforts to mitigate this loss when appropriate. The warranty set forth herein is not transferable and the parties agree that there will be no third party beneficiaries to this warranty, including, but not limited to, investors, parties in the secondary market, or other parties to whom Customer may sell or transfer a loan or group of loans. Finally, this warranty will not extend the liability of First American, or any of its affiliates, in that if Customer shall have been has been sufficiently compensated for its actual loss through another First American product warranty or insurance, Customer cannot seek recovery under the terms of this warranty for the same transaction.

(vii) Standard Appraisal Products Standard Appraisal Products delivered via FIRST AMERICAN'S WEBSITE are provided by licensed and/or certified appraisers in the jurisdiction where the subject property is located. In reviewing an appraisal-/evaluation, the reviewer shall follow the specific appraisal review guidelines as set forth in Standard 3 of the Uniform Standards of Professional Appraisal Practice (USPAP). STANDARD APPRAISAL PRODUCTS ARE OFFERED "AS IS" WITHOUT A WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

(viii) Flood Certificate Products Flood Certificate Products delivered via FIRST AMERICAN'S WEBSITE are provided by First American Flood Data Services, 11902 Burnett Rd., Suite 400, Austin, TX 78758-2902. FIRST AMERICAN shall make reasonably prudent determinations by diligent and good faith review of the most current flood maps available from FEMA ("Flood Maps"). If FIRST AMERICAN provides an errant determination, Customer shall have the following remedy options: (a) If Customer has incorrectly issued a certification on a property stating that the insurable structure is not located within a Special Flood Hazard Area, but was in fact discovered to be located in a Special Flood Hazard Area per the Flood Map effective as of the date of the certification, FIRST AMERICAN shall compensate Customer or Customer's borrower for the cost of any uninsured structural flood loss suffered by Customer or Customer's borrower 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. (b) If Customer has incorrectly issued a certification on a property stating that the insurable structure is located within Special Flood Hazard Area, but was in fact discovered not to be in a Special Flood Hazard Area per the Flood Map effective as of the date of the certification, FIRST AMERICAN shall reimburse Customer's borrower for any excessive flood insurance premiums theretofore paid during the life of the loan. (c) Life-of-Loan Determination and MapTrak customers receive the following additional guarantee: If the zone status of a property submitted to FIRST AMERICAN for Life-of-Loan Determination or MapTrak changes as a result of the issuance of an amended Flood Map, and FIRST AMERICAN fails to notify Customer of the change, FIRST AMERICAN shall either (I) reimburse the Customer for costs of any uninsured flood loss suffered by 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 (II) reimburse Customer's borrower for excessive flood insurance premiums theretofore paid as a result of the removal of the property from the Special Flood Hazard Area. (d) FIRST AMERICAN shall have no continuing liability for any determination associated with a fee not

paid in full by Customer.

(ix) Limitations on Title Insurance Commitments and Policies. Title Insurance Commitments and Policies are governed exclusively according to the terms of a separate contract that would be required to be entered into between the parties as applicable.

(xi) Regarding AVMs, Document Image Services/HTMLs, Standard Appraisal Products, Desktop Valuations and Flood Certificate Products, and any other materials and information provided by and/or obtained through FIRST AMERICAN'S WEBSITE, the following additional disclaimers and limitations apply:

EXCEPT AS EXPRESSLY STATED ABOVE, FIRST AMERICAN DOES NOT ASSUME ANY LIABILITY FOR, AND DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND VALIDITY OF THE CONTENTS OF THE DOCUMENTS RETRIEVED. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, FIRST AMERICAN'S WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND FIRST AMERICAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY CONCERNING THE INFORMATION CONTAINED WITHIN ANY DOCUMENT, IMAGES, PRODUCTS OR MATERIALS PROVIDED, WHETHER SUCH WARRANTY ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED TO CUSTOMER. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT FIRST AMERICAN'S WEBSITE IS COMPLETE OR FREE FROM ERROR, AND DISCLAIMS ALL LIABILITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN FIRST AMERICAN'S WEBSITE, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. THIS DISCLAIMER OF WARRANTY SHALL NOT MODIFY ANY OF THE PRODUCT LIMITATIONS CONTAINED HEREIN. IRRESPECTIVE OF THE FOREGOING WARRANTIES AND LIABILITIES, FIRST AMERICAN PROVIDES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE PUBLIC RECORD AND SHALL NOT BE LIABLE FOR ANY LOSSES SUFFERED AS A RESULT OF ERRORS IN THE PUBLIC RECORD, OR CUSTOMER'S RELIANCE THEREON. EXCEPT TO THE EXTENT SPECIFICALLY STATED ABOVE, FIRST AMERICAN DOES NOT ASSUME ANY LIABILITY, AND DISCLAIMS THE SAME REGARDLESS OF HOW IT ARISES, PERTAINING TO ANY INFORMATION CONTAINED IN OR OBTAINED THROUGH FIRST AMERICAN'S WEBSITE, INCLUDING WITHOUT LIMITATION, OPINIONS OF VALUE AND ANY PROCESSES EMPLOYED.

4. Consumer Privacy

Customer agrees to abide by all prevailing federal, state, and local laws and regulations governing lending, fair information practices and consumers' rights to privacy, and Customer will limit access to consumer information obtained through FIRST AMERICAN'S WEBSITE to those individuals who have a "need to know" in connection with Customer's internal business. Customer agrees to obligate any individuals provided access to consumer information hereunder to acknowledge consumers' rights to privacy and adhere to fair information practices. In any event, Customer agrees to be liable for any violations arising hereunder caused by individuals which Customer has provided access to, both directly and indirectly.

5. Product and Service Claims

Customer shall provide prompt notice to FIRST AMERICAN, and a reasonable opportunity to cure, any known error, omission or mistake that may result in a claim on services provided pursuant to this Agreement, prior to making a claim against the services. In addition, Customer shall use its best efforts to mitigate its losses resulting from services provided pursuant to this Agreement, including without limitation, enforcing its promissory notes and security instruments to the fullest extent provided by law. Customer shall also provide FIRST AMERICAN with adequate information from its loan file to assist in claim administration. In the event that Customer does not perform according to the requirements of this section, FIRST AMERICAN will not be liable. Customer must also provide sufficient documentation, as deemed by FIRST AMERICAN, to evidence its out-of-pocket, actual monetary loss.

6. Pricing

Pricing shall be separately agreed to by the parties, and will be set up on the FIRST AMERICAN website under a specific Customer account, along with the specific products that Customer will purchase from FIRST AMERICAN. FIRST AMERICAN reserves the right to change the product and services pricing at any time without notice, unless Customer has a separate agreement with FIRST AMERICAN that indicates otherwise. Notwithstanding the foregoing, FIRST AMERICAN reserves the right to modify all product prices set forth herein including, but not limited to, a change in volume commitments by Customer, geographic distribution of orders, or searches involving additional expense. Products and services ordered over FIRST AMERICAN'S WEBSITE cannot be canceled once services have been provided or upon commencement of work by FIRST AMERICAN, and fees for services will be considered accrued immediately. Customer shall provide all telephone lines, charges, and hardware or software necessary to access the on-line service. Customer shall be liable for all applicable taxes (past, present and future), including without limitation any use and sales taxes, which may be collected or are required to be collected by FIRST AMERICAN pursuant to any federal, state or local regulation(s) pursuant to Customer's use of FIRST AMERICAN'S WEBSITE.

7. Billing

Payment for all charges is due within thirty (30) days from the date of the invoice or statement. Charges for the services provided will be accumulated by the Customer account number and will be invoiced normally following the end of the month in which the service is provided. If Customer becomes sixty (60) or more days past due, access or shipment will be automatically disabled until all past due charges are paid. Customer will continue to be responsible for any monthly minimum charge during any period that access or shipment is suspended.

8. Survival

Upon the discontinuance of use of FIRST AMERICAN'S WEBSITE by Customer, any and all liability limitations, confidentiality, warranty, indemnity, and claims provision(s) shall survive the termination of the agreement. Upon termination of this Agreement by either party, any amounts unpaid by Customer for the entire initial or renewal term shall be immediately due and payable.

9. Limitation Regarding FIRST AMERICAN'S WEBSITE

FIRST AMERICAN AND ITS THIRD PARTY SUPPLIERS SHALL HAVE NO LIABILITY

UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES ASSOCIATED WITH LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTION OR LOSS OF BUSINESS AND DOWNTIME, EVEN IF FIRST AMERICAN IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. Indemnification

Customer agrees to indemnify and hold FIRST AMERICAN harmless from and against all claims of third parties arising out of or related to the use of FIRST AMERICAN'S WEBSITE by the Customer, or attributable to Customer's breach of this Agreement; provided that FIRST AMERICAN gives Customer prompt written notice of any such claim. FIRST AMERICAN shall control the defense and any settlement of such claim, and Customer shall cooperate with FIRST AMERICAN in defending against such claim.

11. General

(a) This Agreement constitutes the entire agreement between the parties with respect to FIRST AMERICAN'S WEBSITE or FIRST AMERICAN products and services.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Ohio applicable to agreements executed and to be performed solely within such State. The parties hereby submit to the jurisdiction of, and waive any venue objection against, the United States District Court for the Eastern District of Ohio, Cuyahoga County Common Pleas and the Appellate and Municipal Courts of the State of Ohio, Cuyahoga County in any litigation arising out of this Agreement.

(c) Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(d) Customer may not assign this Agreement or allow third parties, other than Customer's employees, to use FIRST AMERICAN'S WEBSITE without prior written consent of FIRST AMERICAN.

(e) FIRST AMERICAN shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond FIRST AMERICAN' reasonable control.

(f) If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

FIRST AMERICAN DATA TREE LICENSE AGREEMENT

This is a contract. This License Agreement ("Agreement") accompanies the information, data, images, reports, scores and/or software (the "Services") that you are accessing. By accessing the Services, you are agreeing to all the terms and conditions of this agreement, including the product, pricing and billing information in any order confirmation, if applicable ("Order Confirmation"), the terms of which are incorporated into this Agreement by reference. First American Data Tree LLC, a Delaware limited liability company ("Data Tree") grants you ("Customer") a limited, non-exclusive, non-transferable license to use the Services, provided you accept the following terms and conditions:

1. Property.

The Services and all intellectual property rights therein are owned by Data Tree. No ownership rights are granted by this Agreement and, except for the limited license provided, Data Tree reserves all rights in and to the Services and all underlying data compilations and information contained therein, including but not limited to the exclusive intellectual property rights and the right to grant further licenses. Customer acknowledges that the Services are the proprietary property of Data Tree and are a valuable commercial product, the development of which involved an expenditure of substantial time and money by Data Tree.

2. Permitted Use.

The Services are solely for use within Customer's own organization by Customer's own employees for Customer's own internal business purposes of verifying property ownership and lien information. Customer shall not resell, relicense or redistribute the Services in whole or in part.

3. Restrictions on Use.

Both during and after the term of this Agreement, Customer agrees as follows:

(a) Customer shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner other than as expressly permitted in this Agreement, (ii) permit any parent, subsidiary, other affiliated entity or other third party, including any third party entity involved in a joint marketing arrangement with Customer, to use the Services or any portion thereof, (iii) resell, relicense or redistribute the Services in whole or in part (iv) use the Services to create any derivative products, (v) use the Services to create, enhance or structure any database in any form for resale or distribution, (vi) grant access to the Services, or any portion thereof, to individuals incarcerated in prisons or correctional institutions, (vii) allow access to the Services through any terminal located outside of Customer's operations, (viii) use the Services outside the United States.

(b) Customer shall (i) comply with the published guidelines of the Direct Marketing Association, other applicable industry guidelines, and all federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions regarding the use, storage and dissemination of data such as the Services, (ii) abide by all prevailing federal, state, and local laws, regulations, ordinances and court orders from competent jurisdictions, including but not limited to those governing fair information practices and consumers' rights to privacy, and any applicable non-solicitation laws and regulations; (iii) limit access to consumer information to those individuals who have a "need to know" in connection with Customer's business and will obligate those individuals to acknowledge consumers' rights to

privacy and adhere to fair information practices and consumers' right to privacy; (iv) abide by Data Tree's privacy policies and Customer's own privacy policies; and (v) use the Services in a manner that gives due consideration to matters concerning privacy.

(c) Customer understands that the information, data, images, scores, and reports available under the Services have not been collected for credit purposes and are not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Customer shall not use the Services (i) as a factor in establishing an individual's eligibility for credit or insurance, (ii) in connection with underwriting individual insurance, (iii) in evaluating an individual for employment purposes, (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority, (v) in any way that would cause the Services to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or (vi) in any other manner that would cause such use of the Services to be construed as a consumer report by any pertinent governmental authority.

(d) Customer shall be solely responsible for maintaining the confidentiality of any usernames and passwords used by its employees and Customer shall be responsible for all use of the Services (including all corresponding fees) attributable to said usernames and passwords, whether or not authorized by Customer.

(e) Customer shall not use the Services for any purpose that (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or (ii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

(f) Customer shall not remove, alter or obscure any proprietary notices in the Services and will reproduce all such notices on all copies or portions thereof.

4. Delivery of Data and Format.

Customer acknowledges that the availability of data elements and images in the Services varies substantially from area-to-area, and circumstances may exist or arise which prevent Data Tree from providing such data or achieving complete representation of all data elements or images in the Services. Data Tree's rights to store and maintain certain of the data elements and/or images available under the Services or to resell certain of the reports or scores available under the Services may arise out of a master licensing arrangement (the "*Source Master License*") which may terminate or expire during the term of this Agreement. Notwithstanding anything to the contrary, Data Tree may limit or discontinue the provision of the Services for geographic locations where: (i) Data Tree is restricted by rules, regulations, laws or governmental entities; (ii) Data Tree has discontinued the collection of data and/or images; (iii) Data Tree is prohibited by third party providers; or (iv) the corresponding Source Master License expires or otherwise terminates. Data Tree may discontinue, upgrade or change the production, support, delivery and maintenance of any Services if Data Tree develops an upgraded version or otherwise can no longer provide such Services.

5. Compliance Audits.

Data Tree reserves the right, during normal business hours, on reasonable notice, and at Data Tree's expense, to audit the Customer to ensure Customer's compliance with the

terms and conditions of this Agreement. Data Tree shall select an auditor in its sole discretion. If such auditor determines there has been a breach in Customer's compliance with the terms of this Agreement, Data Tree may immediately terminate this Agreement and pursue its other legal remedies. Should Customer not cooperate with Data Tree's audit request within five (5) days, Customer shall be deemed to have conclusively admitted to a material breach in Customer's compliance for which Data Tree may immediately terminate this Agreement and pursue its legal remedies.

6. Fees.

In consideration of the rights granted to Customer hereunder, Customer shall pay to Data Tree the fees stated within the Order Confirmation. At the end of each Data Tree billing cycle, Data Tree may invoice Customer for all fees incurred by Customer during such billing cycle. Customer shall pay Data Tree the fees set forth in each invoice within 30 days of the invoice date. Customer shall pay for all charges relating to the use of usernames and passwords whether or not authorized by Customer. With respect to Document Recording Services, Data Tree shall use commercially reasonable efforts to calculate the appropriate recording fee for each document received from Customer for recording in said jurisdiction and shall tender payment of such fee to the recording jurisdiction on Customer's behalf at the time Data Tree submits the corresponding document for recording. All recording fees so tendered shall be billed to and payable by Customer as fees in accordance with this Section 6 (Fees). Fees are exclusive of use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. Data Tree shall charge Customer applicable sales tax, and Customer shall be responsible for filing all other taxes. Data Tree reserves the right to change the fees for the Services at any time. Additional charges may apply for training users at Customer locations. Customer shall provide all Internet connectivity, hardware and software necessary to access the Services. If full payment is not made within thirty (30) days of the invoice date, Customer shall pay a charge equal to 1½ percent of the balance due, not to exceed the maximum legal limit permitted by law. If Customer becomes 30 or more days past due, Data Tree may automatically, without notice, suspend access or delivery of any Services provided under this Agreement until all past due charges and any related interest are paid; if Data Tree suspends access or delivery, Customer shall pay any minimum fees during any period for which access or delivery is suspended. Notwithstanding the above, if Customer is in breach under this Section, Data Tree may terminate this Agreement effective 10 days after giving Customer written notice of such breach, unless Customer remedies the breach in full within such 10 day period. Data Tree may enforce Customer's payment of fees through an attorney, collection agency or directly through taking legal action. Customer shall pay all attorneys' fees, agency fees, court costs and other collection costs, including all post-judgment costs for legal services at trial and appellate levels.

7. Term and Termination.

The initial term of this Agreement is twelve (12) months commencing on the date Customer enters into this Agreement or specified on the Order Confirmation, if applicable. Thereafter, the term shall automatically renew for additional successive twelve (12) month terms, unless terminated by giving the other party not less than sixty (60) calendar days written notice of termination prior to the expiration of the then-current term. If either party breaches any provision of this Agreement, the non-breaching party shall, upon providing written notice of such breach, be entitled to immediately terminate this Agreement, provided such breach is not cured within five (5) days following such notice. Upon termination of this Agreement by either party, Customer, at its own expense, shall return all Services to Data

Tree or certify that the Services have been destroyed within ten (10) business days of termination, and any amounts unpaid by Customer shall be immediately due and payable. Failure to return or certify the destruction of the Services to Data Tree in accordance with this section will result in: (i) Customer's obligation to pay a perpetual license fee for the Services; or (ii) Customer's obligation to permit Data Tree's agent to have access to Customer's premises for the retrieval of the Services and Customer shall pay the actual costs as reasonably incurred by Data Tree to retrieve same.

8. Warranties and Disclaimers.

(a) GENERAL DISCLAIMER: THE SERVICES ARE INFORMATIONAL ONLY AND ARE NOT INTENDED TO PROVIDE SPECIFIC COMMERCIAL, FINANCIAL OR INVESTMENT ADVICE. THE SERVICES ARE BASED UPON CERTAIN DATA AND/OR RECORDINGS, SUBJECT TO FREQUENT CHANGE. DATA TREE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE METHODOLOGIES USED OR THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY OF THE SERVICES. EXCEPT WITH RESPECT TO AND TO THE EXTENT OF THE DOCUMENT RECORDING SERVICES WARRANTY (DEFINED BELOW) THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY RELIANCE ON OR USE BY CUSTOMER OF THE SERVICES SHALL BE ENTIRELY AT CUSTOMER'S OWN RISK. DATA TREE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION, STATE OR REGION. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY LICENSES, CERTIFICATES, PERMITS, APPROVALS OR OTHER AUTHORIZATIONS REQUIRED BY FEDERAL, STATE OR LOCAL STATUTE, LAW OR REGULATION APPLICABLE TO CUSTOMER'S USE OF THE SERVICES.

(b) AUTOMATED VALUATION MODELS: THE SERVICES DO NOT CONSTITUTE AN APPRAISAL OF ANY SUBJECT PROPERTY. THE SERVICES DO NOT INCLUDE A PHYSICAL OR VISUAL INSPECTION OF ANY SUBJECT PROPERTY OR AN ANALYSIS OF CURRENT MARKET CONDITIONS BY A LICENSED OR CERTIFIED APPRAISER. CUSTOMER ACKNOWLEDGES THAT THE CONDITION OF ANY SUBJECT PROPERTY AND CURRENT MARKET CONDITIONS MAY GREATLY AFFECT THE VALIDITY OF THE SERVICES. CUSTOMER SHALL NOT USE THE SERVICES IN LIEU OF A WALK-THROUGH APPRAISAL OR OTHER FORM OF APPRAISAL BY A CERTIFIED APPRAISER. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES ARE BASED UPON DATA COLLECTED FROM PUBLIC RECORD SOURCES. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE SERVICES, THE EXISTENCE OF ANY SUBJECT PROPERTY, AND THE ACCURACY OF ANY PREDICTED VALUE PROVIDED ARE ESTIMATES BASED ON AVAILABLE DATA AND ARE NOT WARRANTED.

(c) PROPERTY OWNERSHIP REPORTS: THE PROPERTY OWNERSHIP REPORT (POR) GENERALLY CONTAINS THE FOLLOWING DATA ELEMENTS FOR THE SUBJECT PROPERTY AS SUCH INFORMATION IS AVAILABLE TO DATA TREE IN ITS ORDINARY COURSE OF BUSINESS: OWNER NAME AND PROPERTY ADDRESS, ALL VESTING INFORMATION FROM THE DATE OF THE LAST CONVEYANCE, ALL OPEN

LIEN INFORMATION, LEGAL DESCRIPTION FROM LAST CONVEYANCE DEED, PROPERTY ASSESSMENT AND TAX INFORMATION AND A FORECLOSURE STATUS INFORMATION (WHERE APPLICABLE). THE PROPERTY OWNERSHIP REPORT IS NOT A CHAIN OF TITLE OR OTHER REPRESENTATION REGARDING THE CONDITION OF TITLE TO REAL PROPERTY AND SHOULD NOT BE UTILIZED TO ISSUE OR UNDERWRITE TITLE INSURANCE POLICIES. A PROPERTY OWNERSHIP REPORT IS NOT INSURED.

(d) FLOOD DETERMINATION SERVICES: CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) FLOOD DETERMINATION SERVICES ARE PROVIDED BY FIRST AMERICAN FLOOD HAZARD CERTIFICATION LLC DBA FIRST AMERICAN FLOOD DATA SERVICES ("FAFDS") PURSUANT TO THE TERMS AND CONDITIONS OF A SEPARATE WRITTEN CONTRACT BY AND BETWEEN CUSTOMER AND FAFDS (THE "FAFDS CONTRACT"); (II) CUSTOMER SHALL NOT ACCESS OR USE ANY FLOOD DETERMINATION SERVICES UNTIL SUCH TIME AS THE CORRESPONDING FAFDS CONTRACT HAS BEEN FULLY EXECUTED AND, THEN, ONLY FOR THE TERM OF THE FAFDS CONTRACT AND PURSUANT TO THE TERMS THEREOF; AND (III) NOTWITHSTANDING ANYTHING IN THE AGREEMENT AND/OR THE FAFDS CONTRACT TO THE CONTRARY, DATA TREE SHALL NOT BE LIABLE FOR ANY LOSSES OR OTHER DAMAGES SUFFERED BY CUSTOMER ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, CUSTOMER'S ACCESS TO AND/OR USE OF THE FLOOD DETERMINATION SERVICES AND/OR ANY DETERMINATIONS GENERATED THEREFROM.

(e) RECORDING SERVICES LIMITED WARRANTY/DISCLAIMER: DATA TREE WARRANTS TO CUSTOMER (THE "DOCUMENT RECORDING SERVICES WARRANTY") THAT DATA TREE WILL USE COMMERCIALY REASONABLE EFFORTS TO DELIVER (VIA FIRST CLASS POSTAL DELIVERY) TO THE RECORDING JURISDICTION SPECIFIED BY CUSTOMER AND SUBMIT FOR RECORDING EACH DOCUMENT RECEIVED FROM CUSTOMER FOR RECORDING IN SAID JURISDICTION. SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND IN SECTION 9 (DATA TREE'S LIMITATION OF LIABILITY), BELOW, DATA TREE WILL, AT ITS OWN EXPENSE AND AS ITS SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THE DOCUMENT RECORDING SERVICES WARRANTY, USE COMMERCIALY REASONABLE EFFORTS TO RESUBMIT FOR RECORDING ANY DOCUMENTS WHICH WERE, DUE TO THE SOLE ERROR OF DATA TREE, DISPATCHED TO OR RECORDED IN A JURISDICTION OTHER THAN THE RECORDING JURISDICTION SPECIFIED BY CUSTOMER; *PROVIDED THAT* CUSTOMER NOTIFIES DATA TREE OF SUCH ERROR WITHIN THIRTY (30) DAYS OF THE RECORDING DATE FOR THE SUBJECT DOCUMENT. THIS SECTION SETS FORTH DATA TREE'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE DOCUMENT RECORDING SERVICES WARRANTY. THE DOCUMENT SERVICES WARRANTY IS NON-TRANSFERABLE AND THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES (EXPRESS OR IMPLIED) OF THE DOCUMENT SERVICES WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY LENDERS, UNDERWRITERS, INVESTORS, PERSONS OR ENTITIES PARTICIPATING IN THE SECONDARY MARKET, OR OTHER PERSONS OR ENTITIES TO WHOM CUSTOMER MAY ULTIMATELY SELL OR TRANSFER A LOAN OR GROUP OF LOANS. IN ADDITION TO THE PROVISIONS OF SECTION 8(A), ABOVE, AND NOT IN LIEU THEREOF, DATA TREE DOES NOT: (A)

REPRESENT OR WARRANT THAT THE RECORDING OF ANY DOCUMENT PROVIDED BY CUSTOMER WILL PERFECT ANY LIEN OR ENCUMBRANCE UPON THE SUBJECT PROPERTY OR OTHERWISE EFFECT CUSTOMER'S INTENT IN RECORDING SAID DOCUMENT; (B) ASSUME, AND EXPRESSLY DISCLAIMS, ANY DUTY OR OTHER OBLIGATION TO IDENTIFY ANY ERRORS OR DEFICIENCIES IN THE FORM OR CONTENT OF THE DOCUMENTS SUBMITTED BY CUSTOMER FOR RECORDING THAT WOULD CAUSE SUCH DOCUMENTS TO BE REJECTED FOR RECORDING OR INVALIDATED POST-RECORDING; (C) ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE ARISING OUT OF OR RELATING TO ERRORS OR OMISSIONS BY PUBLIC OFFICIALS (INCLUDING, BUT NOT LIMITED TO, ERRORS IN POSTING, INDEXING OR RECORDING DOCUMENTS RECEIVED FROM DATA TREE AND/OR ANY FAILURE OR REFUSAL OF PUBLIC OFFICIALS TO COMPLY WITH INSTRUCTIONS SUPPLIED BY DATA TREE), WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE; AND (D) ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE FORM OR CONTENT OF THE DOCUMENT, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE.

9. Limitation of Liability.

EXCEPT TO THE EXTENT A SMALLER LIMIT FOR A PARTICULAR SERVICE IS SPECIFIED HEREINABOVE (IN WHICH EVENT SAID SMALLER LIMIT SHALL APPLY), DATA TREE'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO DATA TREE DURING THE THREE MONTHS PRECEDING THE CLAIM OR \$10,000. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT. DATA TREE SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF DATA TREE IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. CUSTOMER AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, AND THAT THE SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT SUCH LIMITATIONS.

10. Indemnification.

CUSTOMER AGREES TO INDEMNIFY AND HOLD DATA TREE HARMLESS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES BY THE CUSTOMER, OR ATTRIBUTABLE TO CUSTOMER'S BREACH OF THIS AGREEMENT; PROVIDED THAT DATA TREE GIVES CUSTOMER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM (IT BEING UNDERSTOOD AND AGREED THAT ANY FAILURE TO GIVE CUSTOMER PROMPT WRITTEN NOTICE AS PROVIDED HEREIN SHALL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS HEREUNDER UNLESS SUCH FAILURE RESULTS IN A DEFAULT

JUDGMENT THAT CANNOT BE SET ASIDE BY APPLICATION THEREFORE OR OTHER INCURABLE MATERIAL PREJUDICE TO THE DEFENSE OF SUCH CLAIM). DATA TREE SHALL CONTROL THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AND CUSTOMER SHALL COOPERATE WITH DATA TREE IN DEFENDING AGAINST SUCH CLAIM.

11. General.

(a) Unless specified otherwise in a fully-executed license agreement with Data Tree, this Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any prior understanding or agreement, oral or written, relating to the Services.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of California applicable to agreements executed and to be performed solely within such State. Any action or other proceeding to enforce or interpret the terms of this Agreement and/or the obligations, duties or rights of the parties contained herein shall be brought before and resolved in the State or U.S. District Court located within Orange County, California, having subject matter jurisdiction over the issues raised by such action or proceeding and the parties hereby submit to the personal jurisdiction of said court for all such purposes. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(c) The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

(d) No modification, amendment, supplement to or waiver of any provision of this Agreement shall be effective unless in writing and duly signed by an authorized representative of both parties hereto.

(e) Any provision of this Agreement that contemplates performance subsequent to the expiration or earlier termination of this Agreement shall survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(f) Data Tree shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond Data Tree's reasonable control.

(g) Customer may not assign this Agreement or any rights or obligations hereunder.

(h) Neither party shall use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

(i) Except with Data Tree's prior written approval, Customer shall not disclose Data Tree as a data source to any third party, unless required by federal, state or local laws or government regulations and with prior notice to Data Tree.

(j) Customer shall provide for physical security of the Services with the same degree of care (provided that such is at least a reasonable degree of care) that Customer uses to protect its own most sensitive data.

(k) Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by one of the following methods: (a) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices to Data Tree shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to Data Tree's counsel at the same address marked Attention: Legal Department. Notices to Customer shall be sent to the address entered by Customer in the registration information. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

By accessing the information contained within the Services and clicking "**I Accept**," Customer agrees to be bound by all terms and conditions contained in this Agreement. By clicking "**I Accept**," you assert that you are an authorized agent of Customer with the authority to bind Customer to the terms and conditions contained in this Agreement. If you do not accept the terms and conditions contained herein, you may not use the Services.

Last Updated 11-11-2010