

## EQUATOR VENDOR SERVICES AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY:

This Vendor Services Agreement (this "**Agreement**") constitutes a valid and binding agreement by the entity completing and entering into this Agreement ("**Vendor**") for the benefit of Altisource S.à r.l. ("**Altisource**") and governs Vendor's use and access to the Equator Workstation (as defined below).

BY COMPLETING THIS AGREEMENT AND CLICKING "I AGREE" WHERE INDICATED, VENDOR: (I) EXPRESSLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT; (II) REPRESENTS AND WARRANTS THAT, IF THE INDIVIDUAL COMPLETING THIS AGREEMENT AND CLICKING "I AGREE" IS ACTING ON THE INDIVIDUAL'S OWN BEHALF RATHER THAN ON BEHALF OF ANOTHER ENTITY, SUCH INDIVIDUAL IS OF LEGAL AGE AND CAPACITY TO ENTER INTO A BINDING AGREEMENT; AND (III) REPRESENTS AND WARRANTS THAT, IF THE INDIVIDUAL COMPLETING THIS AGREEMENT AND CLICKING "I AGREE" IS ACTING ON BEHALF OF A CORPORATION, OTHER BUSINESS ASSOCIATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL HAS THE RIGHT, POWER AND AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF VENDOR AND BIND VENDOR TO ITS TERMS. IF VENDOR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, IT MAY NOT ACCESS, USE OR POST ANY INFORMATION ON THE EQUATOR WORKSTATION. THIS AGREEMENT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE MOST CURRENT AND CONTROLLING VERSION OF THIS AGREEMENT IS PUBLISHED BY ALTISOURCE AT WWW.EQUATOR.COM (ALONG WITH ANY SUCCESSOR EQ WEBSITE, THE "**EQ WEBSITE**"). VENDOR'S CONTINUED USE OF THE WORKSTATION CONSTITUTES: (I) VENDOR'S AGREEMENT TO AND ACCEPTANCE OF THE CURRENT VERSION OF THIS AGREEMENT, (II) ANY CHANGES, UPDATES AND/OR AMENDMENTS TO THIS AGREEMENT AS POSTED ON THE EQ WEBSITE, AND (III) VENDOR'S AGREEMENT AND ACKNOWLEDGMENT THAT SUCH VERSION WILL APPLY TO VENDOR'S SERVICES PERFORMED HEREUNDER AT THAT TIME.

### 1. Vendor's Access and Obligations.

1.1. Vendor may access an electronic web distributed workstation that automates various stages of the default process (the "**Equator Workstation**"); for such Vendor's benefit in the ordinary course of Vendor's internal business operations for the sole purpose of promoting and offering its services through the Equator Workstation and facilitate ordering, status communication, completion communication, invoicing completion, paperless document completion and any other applicable Altisource Services and delivery between Vendor and any third party entities soliciting and engaging Vendor's services ("**Customers**") ("**Permitted Use**").

1.2. Altisource will provide credentials and/or logins to Vendor and Vendor's approved users to enable Vendor's access to the Equator Workstation. Vendor shall provide true, accurate, current and complete information in all interactions on the Equator Workstation. The right granted to Vendor herein to access the Equator Workstation constitutes a limited right according to the terms herein and not a transfer of title. Vendor shall maintain the secrecy of its login credentials and shall not share its username, password or any other login credentials with others, and Vendor and its authorized users are jointly and severally liable for all activities that occur under Vendor or its authorized users' username and password. Vendor shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards

necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Equator Workstation; and (b) control the content and use of Vendor's Data (as defined below). Vendor and its authorized users will be held jointly, severally and fully liable for any breach of this Agreement by Vendor or its authorized users, and will fully indemnify and hold Altisource and (as applicable) its affiliates, officers, directors, agents, and employees, harmless from any claim, including a claim for attorneys' fees, or damages arising out of such breach of this Agreement. Altisource will have no responsibility for accounts not within its actual sole control. Vendor will immediately notify Altisource in the event of any loss, theft or unauthorized disclosure or use of any of Vendor's credentials and/or logins or if Vendor otherwise has reason to believe that the Equator Workstation is no longer secure for any reason.

1.3. Vendor, by providing its telephone number(s) to Altisource and becoming a Vendor, is giving Altisource, its agents, representatives, affiliates or third parties, permission to make calls, included marketing and autodialed calls and to send SMS messages (including text messages) to the telephone numbers provided by Vendor for the purposes of receiving information in connection with solicitations and purchases of Vendor's services requested by Customer through the Equator Workstation ("**Telephone Communications**"). Vendor further acknowledges and agrees that the Telephone Communications may be made using an automatic telephone dialing or email system technology, and/or involve pre-recorded and/or artificial voice messaging, even if it is a cellular phone number or other service for which Vendor could be charged for such call. Vendor's consent to Telephone Communications shall be effective even if the number provided is registered on any state or federal Do-Not-Call (DNC) list. Vendor may select to revoke its consent to Telephone Communications at any time by simply using the opt-out option included in each communication or contacting us at 1-844-693-9309.

1.4. Vendor shall not use the Equator Workstation to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If Vendor becomes involved in any violation of system security, Altisource reserves the right to use Vendor's details to resolve such security incidents. Altisource reserves the right to investigate suspected violations of this Agreement. Altisource reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Altisource to disclose the identity of anyone making available any materials that are believed to violate this Agreement. VENDOR WAIVES AND HOLDS HARMLESS ALTISOURCE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ALTISOURCE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ALTISOURCE OR LAW ENFORCEMENT AUTHORITIES.

1.5. Altisource may, without prior notice, immediately terminate, amend, limit, or suspend Vendor's access to its account or login credentials. Cause for such action shall include, but shall not be limited to: (i) breaches or violations of this Agreement or other incorporated agreements or terms of service, (ii) requests by law enforcement or other government agencies, (iii) discontinuance or material modification of the Equator Workstation or its components, (iv) unexpected technical or security issues or problems, (v) extended periods of inactivity, (vi) illegal or fraudulent conduct, or (vii) nonpayment of any fees due by Vendor to Altisource. Vendor's access to the Equator Workstation may be terminated at Altisource's sole

discretion, and in no event shall Altisource be liable to Vendor or any third party for termination of Vendor's account or login credentials.

1.6. If Altisource suspects the credentials a Vendor provides are not correct, current and/or complete, or that the credentials have been compromised, Altisource has the right to refuse such Vendor's access to the Equator Workstation or require Vendor to create new or modified credentials, in Altisource's sole discretion. Altisource may terminate, suspend or modify Vendor's access as set forth in Section 1.5. Altisource shall in no way be liable for any damages or liabilities associated with termination of Vendor's use and access to the Equator Workstation.

1.7. Altisource may establish general practices and limits concerning Vendor's use of the Equator Workstation.

1.8. Vendor remains solely responsible for the content of the Data (as defined below) that Vendor submits to the Equator Workstation. Neither Altisource nor any third party that provides content to Altisource will assume or have any liability for any action or inaction by Altisource or such third party with respect to any Data the Vendor submitted to the Equator Workstation. Vendor represents and warrants that Vendor has all necessary authority and rights to submit to the Equator Workstation any Data that Vendor so submits and to grant Altisource and its affiliates all rights and licenses to such Data granted herein (including without limitation in Section 2.2). Vendor shall be solely responsible for (i) safeguarding Vendor's Data to the extent such safeguarding is within Vendor's control or could otherwise reasonably be addressed by Vendor, including without limitation, by maintaining the secrecy of its login credentials, administering the distribution and use of all access credentials to the Equator Workstation or controlling the Data that is submitted to the Equator Workstation, (ii) the accuracy, quality, integrity, legality and reliability of any Data submitted by Vendor to the Equator Workstation, (iii) ensuring that any Data submitted on or provided by Vendor through the Equator Workstation complies with applicable laws, rules, regulations and guidelines, and (iv) Vendor's information technology infrastructure and management, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Vendor or through the use of third-party services. Altisource shall in no way be liable for any damages or liabilities caused by Vendor's responsibility to safeguard Vendor's Data as set forth in this Section. "Data" means all information, materials, invoices, support documentation and other content and in any format, medium or form that is entered, uploaded or otherwise provided by Vendor to the Equator Workstation.

1.9. Vendor shall: (a) cooperate with Altisource in all matters relating to the Equator Workstation; (b) respond promptly to any Altisource request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Altisource to provide access to the Equator Workstation in accordance with the requirements of this Agreement; (c) provide such of Vendor's Data as Altisource may request to provide access to the Equator Workstation and ensure that such Data is complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents to use the Equator Workstation.

1.10. Except as may be otherwise specified in this Agreement, Vendor, at Vendor's sole expense, will procure, operate and maintain suitable, properly operational (and fully compatible with the Equator

Workstation) computer hardware, software, devices and facilities as required to access and/or use the Equator Workstation as set forth in this Agreement. It is Vendor's sole responsibility to provide (at its cost) any and all instrumentalities of communication including, but not limited to, telephone lines, internet connections, as well as any and all required computer software and hardware devices to enable Vendor to protect the integrity of its Data, as shall, from time to time, be necessary, required or desirable as specified by Altisource to provide access to the Equator Workstation.

1.11. If Altisource's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Vendor or its affiliates, subcontractors or employees, or Vendor's failure to give any required access, Altisource shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Vendor, in each case to the extent arising directly or indirectly from such prevention or delay.

1.12. Vendor's use of the Equator Workstation does not replace or reduce the need for Vendor to maintain regular data backups or redundant data archives.

1.13. The Equator Workstation is subject to United States laws, rules and regulations, including export control laws, the Export Administration Act, and the regulations promulgated thereunder. Vendor shall fully and strictly comply with all such laws and regulations and (if applicable) Vendor shall obtain required licenses approvals and/or permission to export, re-export, import to use the Equator Workstation.

1.14. Solicitations and purchases of Vendor's services on the Equator Workstation are subject to the specific terms and conditions prescribed by Vendor and Altisource shall have no responsibility or liability in connection therewith. Vendor shall be solely responsible for (i) the accuracy of any Data posted by Vendor or pertaining to Vendor's services on the Equator Workstation, (ii) ensuring that any Vendor Data posted on or provided through the Equator Workstation complies with any consumer protection, intellectual property, or any other applicable laws, rules, regulations and guidelines, and (iii) the proper provision and completion of any services offered by Vendor, including resolution of any problems arising from such services directly with any Customers, and Vendor shall be solely liable, and indemnify and hold Altisource harmless in accordance with Section 7 below, for any failures, problems or claims related thereto or arising therefrom.

1.15. Vendor will establish and maintain a separate contractual relationship with each Customer engaging its services through the Equator Workstation, and that Vendor shall invoice each Customer directly or through Altisource's invoicing system for its services. Vendor shall be solely liable, and indemnify and hold Altisource harmless in accordance with Section 7 below, for any failures, problems or claims related to non-payment or billing dispute with any Customer. Altisource shall in no manner participate in, or be liable for, any non-payment or billing dispute with any Customer, and that any fees due Altisource pursuant to this Agreement will be due and payable in full regardless of the payment status of any Customer.

1.16. The fees set forth in the Exhibit A are exclusive of any goods and services taxes, value added taxes, sales taxes or similar taxes ("**Sales Taxes**") which are the sole responsibility of Vendor. If Sales Taxes are separately stated or disclosed, now or hereinafter imposed on the performance or delivery of the Altisource Services, an amount equal to such taxes so chargeable shall, subject to receipt of a valid receipt or invoice, be paid by Vendor to Altisource in addition to the amounts otherwise payable under this Agreement,

unless a valid sales tax exemption certificate is provided. In each case where an amount with respect to one or more Sales Taxes is payable by Vendor in respect of any service, Altisource shall furnish a valid Sales Tax receipt or invoice to Vendor in the form and manner required by applicable law to allow Vendor to recover such tax to the extent allowable under such law. .

1.17. Vendor will ensure that all financial transactions are conducted in accordance with applicable state and federal law, and that the confidentiality and storage of any personally identifiable information of a consumer is adequately protected in the manner required by applicable law, including, without limitation, the Gramm-Leach-Bliley Act (15 USC §6801 et seq., as may be amended).

1.18. Vendor assumes full and complete responsibility for maintaining accurate and sufficient account information within the Equator Vendor internal portal. Vendor shall ensure that the mailing address, internet address, e-mail address and contact person(s) are current and Vendor acknowledges that such contact information will serve as the primary contact information for any and all notifications to Vendor. Vendor further acknowledges that any and all communications sent to the contact information on record at the time of the communication has been appropriately addressed and received.

1.19. Vendor shall appoint a contact person(s) to be Vendor's main contact person with Altisource for both operational/technical and billing issues ("**Designated Liaison(s)**"). Further, Vendor shall provide Altisource with current financial and/or credit card billing information at all times.

1.20. Vendor shall notify vendorhelp@equator.com in writing within twenty-four (24) hours of making changes within the Equator Vendor internal portal, including changes to addresses, e-mail contacts and the name and contact information of the Designated Liaison(s).

## **2. Right to Access the Equator Workstation**

2.1. Subject to Vendor's compliance and performance in accordance with all other terms and conditions of this Agreement, Altisource hereby authorizes Vendor to access and use the Equator Workstation, solely for the Permitted Use (as defined above) in accordance with this Agreement. This authorization is non-exclusive and non-transferable.

2.2. Vendor grants Altisource, its affiliates, employees, independent contractors, agents, advisors, and other representatives a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to: (i) access, reproduce, display, modify, create derivative works of, store, perform analysis on, otherwise use or have a third party do any of the foregoing on Altisource's behalf (collectively, "**Use**") on Vendor's Data in connection with (a) Altisource's provision of the Equator Workstation, (b) as necessary or useful to enforce this Agreement and exercise Altisource's rights and perform its obligations hereunder, and (c) Altisource's analysis and creation of Derivative Materials (as defined below) for the purpose of improving the Equator Workstation or any other Altisource Services provided herein; and (ii) to disclose Vendor's Data as may be required pursuant to Section 3.6 or as expressly permitted in writing by Vendor. As part of the provision of the Equator Workstation and any other Altisource Services provided under this Agreement, Altisource assembles and retains aggregate statistics of non-personally identifiable data from Vendor's Data ("**Industry Data**") for the purposes of benchmarking and providing generalized analysis across Equator Workstation

customers and industries. Such Industry Data will be, in each case, the sole and exclusive property of Altisource. To the extent Altisource does not own such Industry Data automatically at the time of their creation; Vendor hereby grants Altisource, its affiliates, employees, independent contractors agents, advisors, and other representatives a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to Use the Industry Data, that is, in part, derived from Vendor's use of the Equator Workstation, for any lawful purpose, including without limitation to monitor and improve the Equator Workstation and associated Altisource Services and in order to create, offer and make available aggregate information and statistics for research, development marketing and other purposes. Notwithstanding the foregoing, neither of the foregoing licenses shall include any license to personally identifiable information on a non-aggregated, non-amalgamated and non-anonymized basis (except as needed to create an aggregated, amalgamated or anonymized version of such information). Altisource acknowledges that, as between Vendor and Altisource, except as otherwise provided herein, Vendor owns all right, title and interest in and to its Data. All reports, derivative works and other materials created from or with use of Industry Data and/or Vendor's Data pursuant to this Section (collectively, "**Derivative Materials**") are, in each case, the sole and exclusive property of Altisource. To the extent Altisource does not own such Derivative Materials automatically at the time of their creation; Vendor hereby assigns to Altisource all rights therein. In addition to Altisource's rights set forth in in this Section, Altisource may use and disclose Vendor's Data, and all results from Vendor's use of the Equator Workstation, as well as any and all comments, suggestions, recommendations or ideas for improving or otherwise modifying the Equator Workstation or any other Altisource product or Service ("**Feedback**"), for any purpose as long as Altisource does not disclose results to third parties in such a manner as would identify or reasonably be expected to identify Vendor, without Vendor's prior written consent to such third parties.

### **3. Restrictions on Vendor's use of the Equator Workstation**

3.1. Vendor shall not use any electronic device, software or process to interfere with or attempt to interfere with the proper functioning of the Equator Workstation or any activities conducted on the Equator Workstation. Vendor shall not take any action that imposes an unreasonable or disproportionately large load on the Equator Workstation's infrastructure. Vendor shall not copy, distribute, perform, reproduce, publish, license, alter, modify, create derivative works, transfer, or publicly display any content, software, products or services obtained from or otherwise connected to the Equator Workstation, Altisource or its affiliates for public, commercial or any other purposes, including the text, images, audio, and video without Altisource's prior expressed written permission. Vendor shall not (and may not authorize any party to) (i) use the Equator Workstation in a way that could cause Altisource to unknowingly participate in, or contribute to, the violation of any applicable law, statute, ordinance or regulation, or (ii) use the Equator Workstation to develop or design any product that is competitive with the Equator Workstation. Vendor shall not cause any advertising (including, without limitation, pop-ups or pop-unders) or other functionality that interferes with the user experience of the Equator Workstation.

3.2. Vendor shall not submit or link to any material into the Equator Workstation that (i) directly or indirectly directs users to another online or offline location that provides products or services similar to the Equator Workstation; (ii) involves unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iii) facilitates gambling, gaming,

raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize; (iv) infringes the intellectual property rights, privacy rights or other legal rights of any individual or entity; (v) includes any code, files, scripts, agents, programs or other computer programming routines intended to do harm or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, including, for example, viruses, worms, time bombs and Trojan horses; and (vi) interferes with, disrupts or otherwise adversely impacts the use of the Equator Workstation by any other user.

3.3. Vendor's right to use of the Equator Workstation is conditional on Vendor's warranty that Vendor will only use the Equator Workstation for the Permitted Use and for no other purpose that is unlawful or prohibited by this Agreement. Vendor shall not use the Equator Workstation in any manner which could disable, overburden, damage, or impair the Equator Workstation or interfere with any other party's use and enjoyment of the Equator Workstation. Vendor shall not obtain or attempt to obtain any materials, contents, or information through any means not intentionally made available or provided to Vendor through the Equator Workstation.

3.4. Any and all Data entered or uploaded by Vendor to the Equator Workstation is its sole responsibility. Vendor holds Altisource and its affiliates harmless from any and all actions that may arise or be related to such Data. Vendor shall not enter or upload Data that is illegal, deceptive, false, inaccurate, misleading, fraudulent, threatening, harassing, libelous, defamatory, obscene, pornographic or otherwise objectionable as determined by Altisource in its sole discretion or under applicable law. Except in the event of Altisource's willful misconduct, Vendor shall have full responsibility for all non-public personal information ("**NPPI**") that Vendor may deliberately or inadvertently enter or upload to the Equator Workstation and shall indemnify Altisource Indemnified Persons for any losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from or related to such NPPI per the indemnification obligations contained herein.

3.5. Vendor shall not (and shall not permit any third party to) (i) create or authorize new versions, modifications or enhancements to the Equator Workstation or any portion thereof; and (ii) sublicense, in whole or in part, or grant a security interest in, encumber, or otherwise transfer rights to the Equator Workstation or any portion thereof.

3.6. Altisource reserves the right to monitor Vendor's use of the Equator Workstation to determine compliance with this Agreement, as well as the right to remove or refuse any Data for any reason. Altisource also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Data, in whole or in part, in its sole discretion. Data entered or uploaded to the Equator Workstation may be subject to limits on use, reproduction and/or dissemination and Vendor is responsible for abiding by such limitations with respect to Vendor's Data submissions, including any downloaded materials.

3.7. Vendor hereby warrants that it will never, directly or indirectly:

3.7.1. de-compile, translate, reverse engineer, disassemble, decode, adapt or create derivative works from the Equator Workstation, any other Altisource product and/or any other data or

information owned by Altisource or its affiliates or attempt to derive or gain access to the source code of the Equator Workstation;

3.7.2. re-market, resell or redistribute the Equator Workstation to any third person or entity;

3.7.3. use the Equator Workstation for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose that is to Altisource's detriment or commercial disadvantage;

3.7.4. use and/or register any designation, trademark or trade name that incorporates the terms "Equator", or any designation, trademark or trade name that is confusingly similar to the Equator Workstation or any other Altisource trademarks; or

3.7.5. except as otherwise provided in this Agreement, commercially market all or part of the Equator Workstation or any product similar to the Equator Workstation and/or that competes with the Equator Workstation in any way.

#### **4. Pricing and Payment.**

4.1. There is a technology delivery fee associated with every Order accepted by Vendor, or for use of other Altisource Services, such as Equator invoicing solutions as well as a recurring monthly access fee that will be based on the number of Orders received in a month and/or whether Vendor chooses to be fully integrated with the Equator Workstation. Standard order processing fees are charged depending on the product accepted. Fees for use of additional Altisource Services will apply. Please refer to the current Fee Schedule in Exhibit A.

4.2. As an express condition to be posted on the Equator Workstation, it shall provide to Altisource and at all times maintain a valid credit card (with sufficient available credit) for any charges incurred pursuant to this Agreement; and Vendor expressly authorizes Altisource to use Vendor's credit card for any and all such charges. At the conclusion of each calendar month, Altisource will charge to Vendor's credit card or invoice Vendor directly, such payment method as decided by Altisource in Altisource's sole discretion, for: (i) the applicable amount due for each Order placed through the Equator Workstation in accordance with the current Fee Schedule; (ii) the applicable Sales Taxes for the Altisource Services provided, and (iii) amounts due for use of other Altisource Services. Any invoice submitted to Vendor by Altisource for charges incurred pursuant to this Agreement shall be due within thirty (30) days from the date of such invoice. As used in this Agreement, "Order" shall mean any order for Vendor's products or services through the Equator Workstation. Each instance of an individual Vendor product or service shall constitute a unique Order. For the avoidance of doubt, multiple or repeat orders placed on the same property shall each constitute unique Orders. In addition, a charge or an invoice may include billing for Orders Vendor received and accepted through the Equator Workstation that a Customer cancelled. Altisource's current cancellation charge schedule is set forth in the Fee Schedule. It is Vendor's responsibility to pay the Altisource invoice in full when received.



4.3. Altisource shall have the right to remove Vendor from the Equator Workstation, which shall include turning off Vendor's access and/or limiting the ability for future orders to be assigned to Vendor, if any charge applied by Altisource is not accepted by Vendor's credit card for any period more than thirty (30) days or any invoice submitted by Altisource is not paid by Vendor within thirty (30) days from the date of invoice, and Vendor shall have the sole responsibility to ensure updated credit card information is provided to Altisource. Any amounts not paid within such thirty (30) days shall be subject to a late penalty fee of one and one-half percent (1.5%) interest per month or, if lower, the highest rate permitted by applicable law, from the applicable due date until the overdue amount is paid. Vendor shall be responsible for any and all costs of collection incurred following any late payment, including legal fees and related expenses. Altisource may change any fees set forth herein at any time with thirty (30) days prior notice to Vendor by e-mail to the current email account on file in Vendor's account settings or by written notice to the current address of Vendor's accounts payable department. It is Vendor's affirmative duty to ensure that the email address and accounts payable address in its account settings remains current as any notice sent to the email account and/or accounts payable address on file with Altisource for Vendor shall be deemed sufficient notice under this Agreement.

4.4. Vendor expressly understands and agrees that any Customers ordering any Vendor services solicited through the Equator Workstation shall be completed as an Order through the Equator Workstation, and Vendor circumventing, offering to circumvent, or permitting any Customer to circumvent, processing any such services as an Offer shall constitute an express material breach of this Agreement, permitting EQ, without limitation of any other rights or remedies, to immediately terminate this Agreement and prevent Vendor's access to and presence on the Equator Workstation. In addition to all other legal remedies available to EQ, EQ shall be permitted to charge Vendor for performing such services as if it were an Order, according to the applicable fee in Exhibit A.

## **5. Intellectual Property Rights.**

5.1. (i) All right, title and interest in and to the Equator Workstation, all Altisource Confidential Information (as defined in Section 9.1), all data, information or other intellectual property associated with the Equator Workstation (including patents, trademarks, copyrights, designs and trade secrets, improvements in "know-how", new uses and processes, asset or form, including, but not limited to, analytical methods, procedures and techniques, research, procedure manuals, personnel data, financial information, computer technical expertise and software) and any derivative works of (which shall include, without limitation, any materials developed using such intellectual property) any of the foregoing are and shall be owned solely and exclusively by Altisource, and Vendor irrevocably waives its right, to the extent permitted by applicable law, to claim any ownership right to any of the foregoing; (ii) all use of the Equator Workstation, and all intellectual property associated therewith, by Vendor shall inure to the exclusive benefit of Altisource; and (iii) Vendor shall not at any time acquire any rights in the Equator Workstation by virtue of its use.

5.2. The entire contents of the Equator Workstation are copyrighted as a collective work under the United States and other copyright laws and that Altisource holds the copyright in such collective work. In order for Altisource to protect its trade secret and proprietary information, (i) Vendor shall only create user

accounts for accessing the Equator Workstation that have e-mail addresses corresponding to Vendor's domain, and (ii) unless otherwise expressly specified in this Agreement or agreed to by Altisource in writing, Vendor shall be prohibited from allowing any entities other than its officers and employees dedicated to the promoting and offering of its services through the Equator Workstation, but at no time third party entities, to view or access the Equator Workstation under Vendor's account.

5.3. Feedback. Any right to any Feedback that Vendor may have is hereby assigned, transferred to and owned by Altisource; or to the extent such transfer of ownership is not permitted under applicable law, licensed by Vendor to Altisource on a non-exclusive, sub-licensable, transferrable, worldwide, perpetual and royalty-free basis to Use for any purpose.

5.4. Altisource does not accept or consider unsolicited ideas, improvements, developments, technologies, processes, materials, or other original works. Should Vendor send any unsolicited works, Vendor's works will not necessarily be treated as confidential or proprietary and under no condition will Altisource be liable for use of or apparent use of such unsolicited works. To the extent any such works arise out of, use or are otherwise influenced by the Equator Workstation, Altisource shall own all such rights in and to such works, and Vendor hereby assigns to Altisource any such rights that Vendor has or may acquire in the future. To the extent any such works do not arise out of, use or are otherwise influenced by the Equator Platform, Vendor hereby grants to Altisource, its affiliates, employees, independent contractors, agents, advisors, and other representatives a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to Use such works.

## **6. Representations, Warranties and Disclaimers.**

6.1. Vendor represents and warrants that: (i) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action on the part of Vendor; (ii) this Agreement constitutes the legal, valid and binding obligation of Vendor enforceable against it in accordance with its terms; (iii) it has the right, power, and authority to offer and fulfill any services which Vendor offers through the Equator Workstation, (iv) the Data and services provided by or on behalf of Vendor are not false, inaccurate or misleading in any respect, (v) in connection with the performance of its obligations hereunder or in the listing, engagement or fulfillment of any Vendor services, Vendor will not, and the Data and services Vendor provides will not, violate any applicable law, rule or regulation nor the intellectual property or personal rights of any third party; (vi) any services provided by Vendor will substantially conform to any representations provided by Vendor pertaining to such services; (vii) it has established and implemented sufficient security standards to protect any Confidential Information and prevent any unauthorized access to such Confidential Information; and (viii) it will at no time take any action or permit any omission to damage, compromise or otherwise negatively affect the Equator Workstation, including attempting to circumvent any security provisions established by Altisource.

6.2. Vendor is solely responsible for safeguarding its Data. Vendor is solely responsible for backup and restoration of Vendor's Data. Altisource is not responsible for the accuracy and/or completion of Vendor's Data.

6.3. Unless otherwise agreed to by Altisource in writing, Vendor may authorize its employees, but no other individuals or entities, to use the Equator Workstation. Vendor will keep a record of all such operators of the Equator Workstation, which record will include at least the name and address of each such operator and the date of initial access to the Equator Workstation. Vendor and any such operator may not re-market, resell or redistribute the Equator Workstation to any third person or entity. Vendor shall inform each of its operators of the terms and conditions of the Agreement and shall be responsible for any breach of such terms or conditions by any such operator. Vendor will immediately notify Altisource in the event of any loss, theft, or unauthorized disclosure or use of any of its login credentials or if Vendor otherwise has reason to believe that the Equator Workstation is no longer secure for any reason.

6.4. Altisource has the right, in its sole discretion, to immediately halt any services and/or completion process or to prevent or restrict access to any portion of the Equator Workstation in order to prevent or investigate any potentially illegal or fraudulent activity and to correct any defect in the Equator Workstation.

6.5. THE EQUATOR WORKSTATION, CUSTOMIZATION SERVICES AND OTHER RELATED SERVICES PROVIDED HEREIN (COLLECTIVELY, THE “**ALTISOURCE SERVICES**”) ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALTISOURCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTISOURCE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE ALTISOURCE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ALTISOURCE SERVICES OR THE SERVER THAT MAKES THE ALTISOURCE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE EXTENT THAT ALTISOURCE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

6.6. Altisource merely provides technological tools that vendors, brokers, agents, lenders, buyers, and sellers and Customers may use to transact business on the Equator Workstation. Altisource is not involved in the actual transaction between buyers, agents, lenders, service providers, asset managers, brokers, vendors and Customers, and is not the agent of, nor has any authority on behalf of any of the aforementioned parties or any other third party, for any purpose whatsoever. Altisource cannot guarantee that any transactions through the Equator Workstation will be completed. Altisource further makes no representations or guaranties regarding any services offered through the Equator Workstation.

6.7. Altisource does not and cannot control the flow of data to or from the Equator Workstation and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction of such third parties can impair or disrupt Vendor’s connections to the Internet (or portions thereof). Although Altisource will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Altisource cannot guarantee that such events will not occur. Accordingly, Altisource disclaims any and all liability resulting from or related to such events.

**7. Limitation of Liability.** EXCEPT WHERE RESTRICTED OR PROHIBITED BY LAW, ALTISOURCE WILL NOT BE LIABLE TO VENDOR, CUSTOMERS OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS OR LOSS OF DATA THAT RESULTS OR ARISES FROM THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE THE ALTISOURCE SERVICES, EVEN IF ALTISOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT LIABILITY MAY BE ASSESSED AGAINST ALTISOURCE, IN NO EVENT WILL ALTISOURCE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING THROUGH ANY PARTY'S USE OF OR ACCESS TO THE EQUATOR WORKSTATION OR ITS SERVICES HEREUNDER, WHETHER IN CONTRACT OR IN TORT, EXCEED THE TOTAL FEES PAID BY SUCH PARTY TO ALTISOURCE UNDER THIS AGREEMENT IN THE IMMEDIATE THREE (3) MONTHS PRECEDING SUCH CLAIM. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

**8. Indemnification.** Vendor shall indemnify, defend, and hold harmless Altisource and Altisource's (and its affiliates') officers, managers, directors, employees, agents, licensors, and suppliers (collectively, "**Altisource Indemnified Persons**") from and against all losses, expenses, damages, fees, liabilities and costs, including reasonable attorneys' fees, resulting from (i) any breach of any representation, warranty or covenant contained herein, (ii) Vendor's use of the Equator Workstation, and (iii) any transaction or attempted transaction (including, without limitation, any claims or disputes arising therefrom) between Vendor and any Customer or potential Customer of any of the products or services solicited or offered by Vendor, through the Equator Workstation or otherwise.

**9. Confidentiality.**

9.1. By virtue of this Agreement, Vendor may have access to information that, in whole or in part, is confidential to Altisource. "**Confidential Information**" shall mean all information provided to, received by, or otherwise made available to Vendor, including: (i) any "non-public private information" as defined in the Gramm-Leach-Bliley Act (15 USC §6801 *et. seq.*, as may be amended) made available to Vendor; (ii) the Altisource Services, products, business models, techniques, computer systems and models, any related technology and processes arising therefrom, and any documentation thereof; (iii) the distinctive methods or procedures which Altisource uses in the design, development, licensing, support, or maintenance of the Equator Workstation; (iv) the terms and pricing under this Agreement; (v) Altisource's business processes and strategies, confidential lists (which shall include, but not be limited to, agent lists and vendor lists); (vi) all other information clearly identified as confidential; and (vii) any notes, summaries or other information or materials that arise out of, result from, or are derivative of any of the foregoing (i)-(iv).

Confidential Information shall not include information that, as evidenced by documentary evidence: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was not obtained by the other party either directly or indirectly from the disclosing party or from a third party under a non-disclosure agreement with owner of the Confidential Information; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is developed by the other party without reference or use of Confidential Information.

9.2. Vendor shall hold Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after termination of this Agreement. Vendor shall not to make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than to use the Equator Workstation under this Agreement. Vendor shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement.

9.3. Any use or disclosure of Confidential Information in any manner inconsistent with the provisions of this Agreement may cause Altisource irreparable damage for which remedies other than injunctive relief may be inadequate, and Altisource shall be entitled to seek from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to appropriate remedies.

9.4. Notwithstanding anything to the contrary set forth herein, Altisource shall be able to: (a) use without restriction (i) any performance and/or analysis data compiled by Altisource pertaining to vendors and other users of the Equator Workstation, and (ii) any and all public property data; and (b) contact and solicit any person or entity who uses the Equator Workstation and does not “opt-out” from being contacted. All reports, derivative works, compilations, modifications and other materials created from or with use of such data as set forth in this Section will be, in each case, the sole and exclusive property of Altisource.

9.5. In the event of expiration or termination of this Agreement or upon request of Altisource, Vendor shall immediately destroy or return to Altisource, without retaining any copy thereof, all Confidential Information, and any notes, extracts or other reproductions in whole or in part relating thereto, including, but not limited to, information stored electronically and Vendor shall instruct its authorized users to do the same. In the event of destruction, Vendor shall certify that all Confidential Information has been destroyed.

9.6. Vendor’s duties and obligations under this Section shall survive the termination or cancellation of this Agreement for any reason.

## **10. Altisource Services.**

10.1. Altisource will use commercially reasonable efforts to make the Equator Workstation generally available except when the Equator Workstation is offline for maintenance or other purposes. Any support or other ancillary services associated with the Equator Workstation that Altisource may offer shall be provided on regular business days and hours for Altisource, unless otherwise agreed by the parties in writing. For the purposes of this Section, “regular business days and hours” shall mean Monday to Friday between the hours of 5:00 a.m. and 5:00 p.m. Pacific Time and Saturday between the hours of 8:00 a.m. and 5:00 p.m., exclusive of any holidays Altisource observes in accordance with its corporate policy. From time to time, Altisource may revise the work hours for all or some of their respective staff members for any reason.

10.2. Altisource may provide the Equator Workstation through Altisource’s affiliates, whether by unilateral assignment, designation or subcontract. Such access to the Equator Workstation may be provided at any location worldwide. To the extent the access is required to be performed by an affiliate, Altisource, in its sole discretion, has the right to: (i) designate the affiliate or other third party to provide such access under

this Agreement; and/or (ii) assign, in whole or in part, this Agreement to such affiliate without Vendor's consent.

10.3. With or without prior notice, Altisource may interrupt access to or performance of the Equator Workstation (in whole or in part), for the performance of maintenance, in which case Altisource will use commercially reasonable efforts to conduct such maintenance expeditiously and if possible, conduct such maintenance during non-business hours.

10.4. Subject to the provisions of the Gramm-Leach-Bliley Act (15 USC §6801 et seq., as may be amended), Vendor consents to Altisource's interception, collection, use, reproduction, storage and review of any data transmitted through the Equator Workstation to facilitate (a) billing, (b) network maintenance, (c) the protection and security of the Equator Workstation, (d) compliance with applicable law or valid legal process, or (e) Altisource's collection, generation, storage, reproduction, and use of statistical information for purposes of, without limitation, measuring usage and performance of the Equator Workstation. Except as required by law or by valid legal process, Altisource shall not, without Vendor's consent, specifically identify Vendor in association with such statistical information. In connection with such interception, collection, reproduction, storage or usage, Altisource shall have the right to remove any data or cease any transaction which Altisource deems to be in violation of law or any term or condition set forth in this Agreement. Notwithstanding the foregoing, Altisource shall not have any obligation to remove, screen, edit or monitor any data or other activity on the Equator Workstation.

10.5. Altisource may add, remove or alter any services or functionality contained on the Equator Workstation at any time in its sole discretion. Any continued use of the Equator Workstation following such notice shall be deemed Vendor's acceptance of any such changes.

**11. Publicity.** Vendor shall not make any press releases, public announcement, internet posting, marketing, promotional or other public communications of any kind in any way related to this Agreement, or reference Altisource and/or its trademarks or trade-related symbols, without Altisource's prior written consent, which may be withheld at Altisource's sole discretion. Furthermore, Vendor may not (i) explicitly state or imply that Altisource has rated, ranked or otherwise endorsed the use of Vendor's services and products; or (ii) make any representation or warranty in any way related to Altisource or the Equator Workstation. During the term, Vendor shall allow Altisource to use Vendor's name and logo in Altisource's promotional collateral and EQ Website as a reference account, and otherwise identify Vendor as a client or customer of Altisource.

**12. Termination.** This Agreement will terminate upon the occurrence of the earliest of the following events: (i) mutual consent of the parties hereto to terminate this Agreement; (ii) thirty (30) days following the date on which either party gives written notice to the other party of its desire to terminate this Agreement; (iii) a receiver, trustee in bankruptcy or other custodian of the property or assets of a party hereto is appointed, or if either party hereto commits an act of bankruptcy or is adjudicated bankrupt or insolvent; or (iv) at the option of the non-breaching party if the other party hereto breaches a material term of this Agreement. The provisions of Sections 4, 5, 6, 7, 8, 10, 11 and 12 will survive any expiration or termination of this Agreement in accordance with its terms. Upon any termination or expiration of this Agreement, all

license rights granted to Vendor herein shall immediately terminate, Vendor shall promptly cease all use of the Equator Workstation and the Altisource shall cease listing the Vendor information and facilitating any Vendor services. Furthermore, all payment obligations that are not yet due and payable as of such termination date shall immediately become due and payable.

### **13. General**

13.1. It is expressly agreed and intended that each party hereto shall remain a separate legal entity from the other and each shall be an independent contractor responsible only for such party's own actions. Nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, agency or joint venture relationship between the parties hereto.

13.2. This Agreement will be interpreted in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

13.3. Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Vendor or Altisource (and Altisource's affiliates), and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement. This Agreement is binding upon each of the parties hereto and their respective successors and permitted assigns. Except as provided in sections (i)-(ii) of the following sentence, no rights, obligations or liabilities of Vendor under this Agreement may be assigned or delegated by Vendor without the prior written consent of Altisource. Vendor may assign its rights, obligations and/or liabilities hereunder without the prior consent of Altisource only as follows: (i) Vendor may assign its rights, obligations and liabilities hereunder to a corporation or other entity that (a) results from any merger or reorganization of such party, or (b) acquires substantially all of the assets of such party, provided, however, that the Vendor may not make any such assignment to a direct competitor of Altisource (as determined solely at Altisource's discretion); and (ii) Vendor may assign its rights, obligations and liabilities under this Agreement to any affiliate of such party provided that such affiliate agrees in writing to be bound by the terms of this Agreement and the assignor remains responsible for all obligations and liabilities of such affiliate hereunder. Altisource may assign to any other person its rights under this Agreement, including its right to receive and collect payments hereunder, without any limitation and without any notice to or consent from Vendor.

13.4. 12.4 All legal notices required or permitted hereunder will be given in writing addressed to the parties as set forth below and will either be (i) personally delivered, (ii) transmitted by postage prepaid certified or registered U.S. mail, or (iii) transmitted by nationally recognized private express courier, and will be deemed to have been given on the date of receipt if delivered personally, or three (3) days after deposit in mail or express courier. All notices shall be delivered to the following address (or at such other address a party may specify by like notice):

If to Vendor:

To the Designated Liaison and mailing address on record in the EQ Vendor internal portal at the time of the communication.

If to Altisource:

Altisource S.á. r.l  
40, avenue Monterey,  
L-2163 Luxembourg City, Luxembourg  
With a copy to: contractmanagement@altisource.com

13.5. In the event any provision of this Agreement, including any amendment or modification to this Agreement as posted on the Altisource Website, is held by a court or other tribunal of competent jurisdiction to be unenforceable, such unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such unenforceable provision had never been contained herein. The waiver, express or implied, by any party hereto of any breach or default shall not constitute a waiver of any different or subsequent breach or default.

13.6. By clicking on the button labeled "I AGREE" to accept the terms and conditions of this Agreement, it is submitting a legally binding electronic signature and is entering into a legally binding contract. Vendor acknowledges that its electronic submissions constitute its agreement and intent to be bound by this Agreement. Further, Vendor hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records. Vendor also acknowledges that it is bound to any amendments made to this Agreement by Altisource even if Vendor is not provided prior notice of such amendments except as defined herein. Vendor's continued use of the Workstation constitutes acceptance of the then current Agreement, a copy of which can be found on the Altisource Website.

13.7. This Agreement, along with any modifications or amendments to this Agreement as posted on the Altisource Website, constitute the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may not be modified by Vendor without a subsequent writing signed by Altisource and Vendor. Altisource reserves the right to unilaterally amend this Agreement at any time without prior notice. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions.

13.8. Any of Altisource's rights or benefits under this Agreement may be enjoyed by Altisource and/or any of its affiliates, successors or assigns.

VENDOR EXPRESSLY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND UNDERSTANDS THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO USE, ACCESS AND/OR POST ANY INFORMATION ON THE EQUATOR WORKSTATION, VENDOR EXPRESSLY CONSENTS TO BE BOUND BY THE FINANCIAL OBLIGATIONS AND TERMS AND CONDITIONS SET FORTH HEREIN, AND AMENDED FROM TIME TO TIME, AND GRANT TO ALTISOURCE THE RIGHTS SET FORTH HEREIN.



**EXHIBIT A**

**FEE SCHEDULE**

**Monthly Access Fees**

The following monthly fees shall be assessed per Vendor depending on the number of Orders received by Vendor and/or whether Vendor elects to directly integrate with the EQ Workstation:

<u>Orders Received/Integrated</u>	<u>Monthly Access Fee</u>
Vendor has no Orders and elects not to be integrated	\$19.99
Vendor has 1 to 100 Orders and elects not to be integrated	\$29.99
Vendor has 101+ Orders and elects not to be integrated	\$99.99
Vendor elects to be integrated	\$129.99*

\* Regardless of Order Volume

**Order Transaction Fees**

The following flat fees shall be assessed per the specific Order as follows:

**Alternative Sales Company**

Online Sales \$50.00

**Analytics Company**

Offer Decision \$5.00

**Appraisal Company**

1004 URAR/Single Family Appraisal \$23.00

FHMLC 704 Drive By Appraisal \$23.00

FNMA 2000 - Field Review \$23.00

FNMA 2006 - Desk Review \$23.00

FNMA 2055 - Drive By Appraisal \$23.00

URAR - Uniform Residential Appraisal Report (FNMA 1004) \$23.00

URAR - Uniform Residential Appraisal Report (FNMA 1004) FHA \$23.00

Appraisal – Fannie Mae \$23.00

**Attorney**

End to End Eviction \$65.00

Occupant Cooperation \$50.00

Relocation Services \$50.00

**Auction Company**

Auction \$70.00

**BPO Company**

Exterior Only BPO - 1 Sold Comp	\$7.00
Exterior Only BPO - 1092C	\$7.00
Exterior Only BPO - 3 Sold Comps	\$7.00
Exterior Only BPO - 3 Sold Comps, 3 Listed Comps	\$7.00
Exterior Only BPO - FNMA	\$7.00
Exterior Only BPO - No Comps	\$7.00
Exterior Only BPO – Fannie Mae	\$7.00
Interior/Exterior BPO - 1 Sold Comp	\$10.00
Interior/Exterior BPO - 1092C	\$10.00
Interior/Exterior BPO - 3 Sold Comps	\$10.00
Interior/Exterior Only BPO - 3 Sold Comps, 3 Listed Comps	\$10.00
Interior/Exterior Only BPO - FNMA	\$10.00
Interior/Exterior Only BPO - No Comps	\$10.00
Interior/Exterior BPO – Fannie Mae	\$10.00
Commercial BPO – Fannie Mae	\$10.00

**Clearing Conditions Company**

Clearing Conditions	\$35.00
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**Closing Company**

End to End Closing	\$28.00
Property Deed	\$15.00

**Code Violation Services**

Code Violation Service	\$10.00
Code Violation Disclosure Service	\$10.00
Code Violation Disclosure Update	\$10.00
Vacant Property or NOD Registration	\$8.00
Registration Renewal	\$10.00
Deregistration	\$10.00
HOA Demand Service	\$10.00

**Compliance Company**

Compliance	\$10.00
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**Confirmation Company**

End to End Confirmation	\$50.00
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**Contact Services**

Direct Mail	\$10.00
Face to Face Contact (1 Field Visit)	\$10.00
Face to Face Contact (2 Field Visits)	\$10.00
Face to Face Contact (3 Field Visits)	\$10.00
Documentation Complete	\$10.00
Property Inspection	\$10.00
DIL/Document Delivery	\$10.00

Skip Tracing (Preliminary)	\$10.00
Telephone Contact	\$10.00
<b>Credit Bureau</b>	
Credit Report	\$2.00
<b>Disclosure Company</b>	
Initial Disclosures	\$5.00
<b>Documents Company</b>	
Document Generation	\$5.00
Imaging/File Delivery	\$2.00
<b>Environmental Consulting</b>	
End to End Environmental Consulting	\$35.00
<b>FC Attorney</b>	
Foreclosure Sale	\$60.00
<b>Field Services</b>	
Occupancy Services	\$12.00
1 Door Re-Key	\$15.00
End to End REO Property Preservation	\$45.00
FHA Convey Maintenance	\$30.00
Initial REO Property Preservation	\$40.00
Initial Services	\$40.00
Maintenance - Ground & Yard Maintenance	\$10.00
Maintenance - Repairs	\$30.00
Maintenance - Snow Removal	\$12.00
Monthly Maintenance	\$12.00
Occupancy Check	\$12.00
Recurring Services	\$7.50
Securitization - 1 Door ReKey	\$12.00
Securitization - Boarding	\$12.00
Securitization - Full ReKey	\$12.00
Securitization - Lock Box	\$12.00
Securitization - Padlocks	\$12.00
Securitization - Slide Bolts	\$12.00
Securitization - Swimming Pool	\$12.00
Trash Out - Automobile Removal	\$25.00
Trash Out - External Debris Removal	\$25.00
Trash Out - Hazardous Waste Removal	\$25.00
Trash Out - Internal Debris Removal	\$25.00
Winterization	\$12.00
Winterization - De-winterization	\$12.00
Winterization - Recheck	\$12.00

**Fraud Detection Company**

Fraud Detection	\$5.00
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**HOA Company**

End to End HOA Management	\$10.00
HOA Services	\$10.00
HOA Lookup	\$10.00

**Home Warranty Company**

Home Warranty Policy	\$10.00
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**Inspection Company**

Drive-By Inspections	\$7.00
FHA Repair Estimate Inspection	\$10.00
End to End Property Inspection	\$10.00
Quality Control Initial Services	\$10.00
Quality Control Routine Services	\$10.00
Quality Control Redemption Services	\$10.00
Quality Control Repair Services	\$10.00
End to End Quality Control Inspection	\$15.00

**Insurance Company**

Hazard Claim Review	\$5.00
Insurance	\$10.00
Flood Insurance	\$10.00

**Legal Services**

End to Redemption Services	\$50.00
End to End Confirmation Services	\$50.00
End to End Repurchase Services	\$50.00
General Legal Services	\$50.00
End to Bankruptcy Services	\$50.00
Deed in Lieu Closing	\$40.00
Foreclosure Auctioneer	\$6.25

**MI Determination Company**

MI Determination and UW	\$5.00
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**Occupancy Services**

End to End Occupancy Services	\$12.00
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**Property Management Company**

End to End Property Management*	\$10.00
Occupancy Process*	\$5.00

\*End to End Property Management and Occupancy Process: Property Management and Occupancy Process Fees are recurring fees that will be billed every month for each Property that a Property Management Order

remains open (the Property Management Order will be closed when the “Complete Property Management” parent task is completed).

**Redemption Company**

End to End Redemption \$50.00

**Relocation Services Company**

Relocation Services \$50.00

**Repair Company**

Repair Bids \$0.00  
 Repair Services \$35.00  
 General Contracting \$35.00  
 Flooring \$35.00  
 HVAC \$35.00  
 Roofing \$35.00  
 Pool \$35.00  
 Appliance Material \$35.00  
 Foundation \$35.00  
 Septic \$35.00  
 Structure \$35.00  
 Water Well \$35.00  
 Termite \$35.00  
 Other \$35.00

**Title Company**

ALTA 98 Title Report \$30.00  
 Census Tract Report \$30.00  
 Covenant Deed (MI) \$30.00  
 End to End Title \$45.00  
 Foreclosure Title Search/Foreclosure Search \$25.00  
 Special Warranty Deed \$30.00  
 Title Curative \$30.00  
 Title Policy \$30.00  
 Title Report \$26.00  
 Title Report w/Legal \$30.00  
 Title Report w/Legal + Vesting \$30.00  
 Title Report w/Legal + Vesting + Tax \$30.00  
 Grant Deed (CA) \$30.00  
 Title Services \$30.00  
 Warranty Deed \$30.00  
 Deed Report \$10.00  
 Deed Report Plus \$10.00  
 Last Deed of Record \$10.00  
 Owner's & Encumbrance Report (O&E) \$10.00  
 Property Report \$7.00  
 Property Report Plus \$7.00  
 Tax Search \$10.00

**Underwriting Company**

Underwriting \$12.00

**Valuation Company**

Limited Reconciled Value \$8.00

Automated Valuation Model (AVM) \$8.00

RMV \$10.00

Replacement Cost \$10.00

**Verification Company**

Verification \$5.00

4506/SSA \$3.00

**Vendor Order Billing/Cancellation Charge Schedule**

Vendors are billed a full or partial transaction fee for orders rejected by the Vendor, accepted by the Vendor or cancelled by the Seller, as applicable, according to the table below:

Order Rejected by Vendor	No Fee
Seller Cancels w/reason "Move Process forward"	100% Fee
Seller Cancels w/reason "No Longer Needed"	25% Fee
Seller Cancels w/reason "Error"	No Fee
Vendor Accepts Order and completes any deliverable (even if Seller Cancels Order)	100% Fee

Note: Cancellations must be completed prior to month end or the vendor will be charged 100%.