

SHARED VENDOR MANAGEMENT PLATFORM SERVICES SUBSCRIPTION AGREEMENT

This Online Services Subscription Agreement (the "Agreement") is by and between Strategic Compliance Partners (SCP), and you (the "Subscriber"). This Agreement shall be effective as of the date of electronic acceptance of terms as set forth herein (the "Effective Date"). Each of SCP and Subscriber is a "Party" and together they are the "Parties".

WHEREAS, SCP has developed and maintains a Shared Vendor Management Platform ("SVMP") to assist lenders in obtaining the information needed for vendors to expeditiously evaluate the suitability of settlement service providers and other third party vendors. The SVMP will send out questionnaires to Vendors identified by Subscriber, track the response to such questionnaires, provide for the upload of relevant information as required based upon the vendor's responses, send out 90 day updates, track vendors through social media and on specific websites such as the CFPB and/or better business bureau and verify vendors annually. The SVMP will collect on behalf of and make available to Subscribers the information SCP deems necessary to the expeditious selection of suitable settlement service providers and third party vendors in accordance with and as required by the Dodd Frank Financial Act and/or any regulations adopted by the Consumer Financial Protection Bureau (the "Laws"), and maintain and update such information in a manner consistent with the Laws. SCP via the SVMP will further provide online monitoring of vendors and advise Subscribers as warranted of any events or information deemed relevant to compliance with the Laws. The foregoing are hereby defined as the "Services" as contemplated in this Agreement.

WHEREAS, Subscriber wishes to utilize the Services provided through the SVMP in connection with Subscriber's organization, and SCP has agreed to provide such Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

I. License Grant.

A. License to Use Service. SCP hereby grants to Subscriber a nonexclusive, nontransferable, worldwide license (the "License") to access and use the SVMP in accordance with this Agreement. All rights not expressly granted to Subscriber under the License are reserved by SCP. The License granted to Subscriber pursuant to this Agreement will permit use of the SVMP by Subscriber and its authorized employees or agents.

B. Password. Each Subscriber will be issued a company user name and password to use the SVMP, which may not be shared with or used by anyone other than the Subscriber. Any unauthorized access, use of passwords or Services, or other abuse or impermissible activity in connection with SCP's Services may result in immediate suspension or termination of Subscriber accounts pursuant to this Agreement. Subscriber will: (i) notify SCP immediately of any unauthorized use or disclosure of any password(s) or account(s) or any other known or suspected breach of security; and

(ii) report to SCP immediately and use reasonable efforts to stop immediately any copying or distribution of SVMP content ("Content") that is known or suspected by Subscriber.

C. Limitations on Use. The content on the Site and within the Services (the "Content") is for use only by Subscriber. Except as permitted by this Agreement, the Content may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works. Subscribers may not use any network monitoring or discovery software to determine the Site's or Service's architecture, or extract information about usage or individual identities of users. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site, Services, or its Content, without first receiving SCP's prior written consent. Subscriber may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify or make derivative works based upon the Site, Services, or the Content; (iii) create Internet "links" to the Site or Services or "frame" or "mirror" any Content on any other server or wireless or Internet-based device. Subscriber may use the Site and Services only for its internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Site, Services, or the data contained therein; or (v) attempt to gain unauthorized access to the Site, Services, or its related systems or networks.

II. Fees and Payments.

A. Subscription Fees. The fees for use of SCP's Services (the "Subscription Fees") are described in and as selected by Subscriber on the on-line Subscription Sign-Up Screen.

B. Payment of Subscription Fees. Payment of Subscription Fees shall be made either up-front or monthly in accordance with Subscribers' term and payment selection as set forth on the on-line Subscription Sign-up Screen.

C. Increases in Subscription Fees. End-user Subscription Fees contained in the payment summary screen will be fixed for the duration of the Subscription Term as elected by Subscriber on the Subscription Sign Up Screen, and thereafter may be increased by SCP at any time without limitation.

D. Payment and Billing Information. Subscriber agrees to provide SCP with complete and accurate billing and contact information at all times. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. All fees are payable in U.S. dollars. SCP reserves the right to determine acceptable methods of payment for the use of its Services. If Subscriber believes any bill is incorrect, Subscriber must contact SCP in writing within 90 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Subscriber will pay the undisputed portion of the invoice, and Subscriber and SCP will cooperate to promptly resolve any invoice dispute.

III. Service Level Performance Criteria.

A. Service Uptime and Maintenance. SCP shall provide to Subscriber 99% system Uptime per month (scheduled maintenance or upgrades on the system will not count against uptime. "Uptime" is defined as time when End-users have the ability to access and user the Services. SCP shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance on the Service and SCP will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below). This notice period shall not apply in the event Subscriber wants an immediate change to the service to accommodate any internal, sales and/or compliance changes. Should the service not be accessible 99% of the month, SCP will refund to Subscriber the percentage difference in uptime of the monthly amount due. If the service is unusable for more than 8 hours during any given business day (8am EST – 5pm EST), SCP will refund to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. In the event that SCP is unable to provide forty-eight (48) hours notice of any planned or unplanned outages or unavailability of Services, SCP shall use good faith efforts to promptly notify Subscriber of any outages or downtime that it anticipates or discovers during the Term of this Agreement. Downtime is defined as the inability of most users to access the servers and majority of applications of the Service, excluding: Downtime resulting from Subscriber requests; Network errors outside of the control of SCP or agents of SCP; Server errors and limitations set by third-party service providers, Planned maintenance announced at least forty-eight (48) hours prior; Maintenance that is performed between 10 pm and 4 am EST; Outages resulting from the actions of Subscriber, its employees and agents other than normal operation of the Site or Services; and any other unavailability caused by circumstances beyond SCP's or SFDC's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving SCP's or SFDC's employees), Internet service provider failures or delays, or denial of service attacks.

B. Commencement of Services. The performance of Services outlined herein will only commence upon the launch of service and after full acceptance by Subscriber and payment in full of the Initial Subscription Fee and the upload to SCP by Subscriber of all vendor contact information. There is an initial implementation period during which there will be no availability, followed by a test period of limited availability.

C. SCP References to Subscriber. Upon execution of this Agreement, SCP may make references to Subscriber and Subscriber's URL and may use Subscriber's designated trademark and logo for the limited purpose of publishing it on SCP's current list of subscribers located on the SCP Site. SCP may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Services.

D. Amendments. The Parties agree that, in order to continually improve its Services, SCP may, from time to time, amend its Site, Services, Site features, Site functionality, and Site Terms of Use in its discretion and will make commercially reasonable efforts to notify Subscribers of said amendments. Subscriber is encouraged to continually check the Site and the Site Terms of Use for notices on updates and improvements.

IV. Subscriber Proprietary Information.

A. SCP Proprietary Information. The SVMP, the Site, the Services, and all of the foregoing Contents ("SCP IP") are owned or licensed by SCP and protected by U.S. and international copyright, trademark, service mark, patent and/or other proprietary rights and laws. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Subscriber any license or right under copyright or other intellectual property right law. No part of the SCP IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Subscriber shall not take any action that shall interfere with or diminish SCP's right in any of the SCP IP.

B. Subscriber acknowledges that SCP's Services do not, at any time, manipulate, store, or alter native content within Subscribers documents. Subscriber, and not SCP, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use its own Customer Data, and SCP shall not be responsible or liable for the failure to store, deletion, correction, destruction, damage, or loss of any Customer Data except to the extent caused by SCP's gross negligence or willful misconduct.

V. Term, Suspension, and Termination.

A. Term. The initial term ("Initial Term") of this Agreement is for the period elected in the On-line Subscription Sign Up Screen beginning on the Effective Date and for the duration as reflected on the on-line Subscription Sign-Up Screen.

B. Either party may terminate this Agreement with 30 days notice, provided that to the extent there is an early termination by Subscriber, the applicable fee charged to Subscriber shall be adjusted to reflect the actual time the agreement was in place, meaning that any discounts based upon the length of the subscription will be reduced to the actual term the Agreement remained in effect, retroactive to the commencement of the Agreement.

C. In the event of an early termination the retroactive rate will be applied and reduced from any retained advance payments and the difference (if any) refunded to Subscriber.

V. Representations and Warranties.

A. Each Party represents, warrants, and covenants, as applicable, to the other Party that: (i) It has all right, title, and authority to enter into this Agreement; and (ii) Its execution of this Agreement and its engagement hereunder do not constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.

B. Updates. (i) All updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no update will materially degrade the functionality, capabilities, or features of the Services at the time of release of such update; and (iii) all updates shall be backward compatible with the data structures, databases, and system architectures employed with previous versions of the Services licensed by Subscriber.

C. Disclaimer of Warranties. SCP will make commercially reasonable efforts to ensure a virus free environment, a reliable operational schedule and to provide timely correction of Content known to be inaccurate. SCP does not represent or warrant that this Site, Services, or the Content will be error-free, or free of viruses or other harmful components. The Site, Services, and the Content are provided on an "as is, "as available" basis, and SCP expressly disclaims all warranties, including the warranties of merchantability, and fitness for a particular purpose and non-infringement. SCP disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from this Site, Services, and the Content, including but not limited to technical inaccuracies and typographical errors; (b) the unavailability of this Site, Services, or any portion thereof; (c) Subscriber's use of this Site, Services, or the Content; (d) Subscriber's use of any equipment or software in connection with the Site, Services, or the Content; or (e) any third party web sites or content therein directly or indirectly accessed through links contained on the Site or through the Services.

D. SCP make no representation that the SVMP is intended to rate or recommend any Vendor. The SVMP is an information gathering, sharing and exchange platform only, and SCP disclaims any responsibility, obligation or intention associated with rating or recommending the suitability or lack thereof of any Vendor and cannot be held responsible or liable for any claim associated with the selection of any particular Vendor. Further, SCP cannot guarantee or ensure the veracity of the information supplied by Vendors or other sources of information, and as such cannot be held liable at law or equity based on the inaccuracy of information, unless such inaccuracy is the result of SCP's gross negligence or willful misconduct.

VI. Limitation of Liability.

A. The liability of SCP and subscriber to each other for any and all cause(s) of action, regardless of the form of action (including contract, tort, negligence or any other), arising out of or resulting from the performance or breach of this agreement will in no event exceed the annual subscription fee as elected by subscriber on the on-line subscription sign-up screen.

B. Neither party shall be liable to the other party or to any third party for any special, indirect, incidental, punitive, consequential damages, or damages from lost profits, lost use, or any other damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with this agreement or the use of or inability to use this site, services, or the content, even if the party has been advised of the possibility of such damages.

C. The foregoing limitations of liability shall not apply to (i) claims for gross negligence, willful misconduct, fraud, or criminal acts or omissions, (ii) breach of confidentiality, (iii) any third party claims subject to the indemnification provisions of this agreement; or (iv) any claims associated with subscriber's non-payment of fees due to SCP hereunder or misuse of this service or interference with SCP's intellectual property or violation of the license granted herein.

VII. INDEMNIFICATION

A. Subscriber agrees to indemnify, defend and hold harmless SCP, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site or Services from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from or in connection with any claim or liability resulting from or arising out of Subscriber's intentional tortious conduct, Breach of the Confidentiality provisions herein, and/or gross negligence.

B. SCP agrees to indemnify, defend and hold harmless Subscriber, its officers, directors, and employees from and against all Losses resulting from or in connection with any claim or liability resulting from or arising out of SCP's intentional tortious conduct, breach of the Confidentiality provisions herein, and/or gross negligence.

C. Indemnification under subsections (a) and (b) hereof will be provided only on the conditions that: (i) the indemnifying party is given written notice within fifteen (15) calendar days after the indemnified party receives notice of the subject Action; (ii) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval and unconditionally releases the indemnified party of all liability; and (iii) the indemnified party provides cooperation and information in furtherance of such defense, as reasonably required by the indemnifying party at the indemnifying party's expense. The indemnifying party shall not be relieved of its indemnification obligations herein for the indemnified party's failure to comply with such requirements, except to the extent that the indemnifying party has been prejudiced by the indemnified party's actions or inactions.

VIII. Receipt of Confidential Information.

A. Confidentiality. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information or the Confidential Information of any Third Party shared through the SVMP. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential. By way of illustration only, Confidential Information may include this Agreement, trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, Policies, Procedures, Financial Information and Insurance, software programs, complaints or regulatory events, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of

similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement and/or the Laws. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit SCP from disseminating aggregated information that contains no identifiable Subscriber Confidential Information.

B. Destruction and Return of Confidential Information. Upon request of the disclosing Party or upon termination of this Agreement, all materials containing Confidential Information will be destroyed or returned to the disclosing Party and the receiving Party will retain no copies or reproductions of the Confidential Information unless required by law, except the receiving Party may retain one record copy, subject to the reasonable instructions of the disclosing Party with respect to such copy.

C. Cooperation. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

D. Limitation. Notwithstanding the provisions of this Section, SCP may disclose Subscriber's Confidential Information, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that SCP shall comply with any applicable protective order or equivalent and, unless prohibited by law, SCP will employ commercially reasonable efforts to provide Subscriber with prior written notice, so that Subscriber has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Subscriber for that purpose.

IX. ADDITIONAL MISCELLANEOUS PROVISIONS.

A. Governing Law; Jurisdiction; Venue; Attorney's Fees. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland, except for that body of law addressing conflicts of law. The Parties hereby consent to exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal Courts of the State of Maryland and/r Howard County Maryland Courts. In any action to interpret or enforce this Agreement, the prevailing Party shall be awarded all court costs and reasonable attorneys' fees it incurs. The Parties submit to the jurisdiction of said courts and waive any defense of forum non conveniens. The Parties waive all rights to jury trials.

B. Assignments. This Agreement shall be binding upon and shall be for the benefit of SCP and Subscriber and both Parties' respective legal representatives, successors, and permitted assigns; provided, that Subscriber shall not be entitled to assign, sublicense, or delegate this Agreement, in whole or in part, without SCP's prior written consent. Any attempted assignment, delegation, or assumption of this Agreement not in accordance with this Section will be of no force or effect.

C. Entire Agreement; Waiver; Relationship of the Parties. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties as to the subject matter hereof, and supersede all prior and/or contemporaneous agreements, representations, and understandings between them, whether orally or in writing, except as may be expressly incorporated by reference into this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent. Except as expressly provided for herein, this Agreement is not for the benefit of any third party, but nothing in this Agreement shall prevent or interfere with any consumer bringing an action against Subscriber for violation of law.

D. Severability of Terms. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.