



ACCESS BUSINESS TECHNOLOGIES

Terms and Conditions

1. THE AGREEMENT.

Access Business Technologies LLC (“ABT”) provides various Services (as defined below) to clients, including, but not limited to: **MortgageWorkspace**[®]; **DeviceGuardian**[®]; **EmailGuardian**[™]; **FinalDecision**[™]; **MortgageExchange**[®]; **DocumentGuardian**[®]; **NetworkGuardian**[®]; Servicing Director[®]; Office 365[®]; various third party software requiring licenses (Calyx[®], Encompass[®], Byte, etc.) provided in the **PowerCore**[®] framework; and other ABT offerings, all of which are generally provided in a hosted environment on servers located in various data centers. Each Service is provided pursuant to a Service and Software Agreement or a Services Agreement (each, an “Agreement,” and collectively, the “Agreements”), and each such Agreement is subject to these Terms and Conditions (the “Terms and Conditions”), which are incorporated into each Agreement.

The client entering into an Agreement (the “Client”) agrees to be bound by these Terms and Conditions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given them in these Terms and Conditions and capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings given them in each applicable Agreement. Any reference to the “Agreement” shall be deemed to mean each and every Agreement to which Client is a party, including these Terms and Conditions.

As part of the Services provided by ABT to Client, Client shall have the ability to enter into Agreements and purchase Services electronically. Client acknowledges that its electronic consent to an Agreement or Order (as defined below) constitutes Client’s acceptance to each such Agreement and Order Client enters into.

2. DEFINED TERMS.

“Affiliate” of a person or entity means any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity. For the purpose of this definition, “control” means an entity, directly or indirectly, holding more than fifty percent (50%) of the issued share capital, or more than fifty percent (50%) of the voting power at general meetings, or which has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such legal entity.

“API” means application programming interface.

“Business Continuity” means the ability to recover the entire environment, including data, within the period specified in the Order, if any.

“Business Day” means Monday to Friday, excluding the holidays set forth in Section 3.3 of the Service Levels document attached hereto as Exhibit A.

“Business Hour” means 8:00 a.m. –5:00 p.m. Pacific (ABT corporate headquarters time zone) on a Business Day.

“Confidential Information” means all information disclosed by a party, whether before or after the effective date of the Agreement, that the receiving party should reasonably understand to be confidential or proprietary, including, without limitation: (i) unpublished prices and other terms of service, audit and security reports, product development plans, non-public information of the parties relating to their business activities or financial affairs, data center designs (including non-graphic data Client may observe on a tour of a data center), server configuration designs, and other proprietary

information or technology, and (ii) information that is marked or otherwise conspicuously designated as confidential or reasonably understood to be confidential. Information that is developed by ABT or Client independently, without reference to the other's Confidential Information, or that becomes available to either ABT or Client other than through breach of the Agreement or applicable law, shall not constitute "Confidential Information."

"Cloud" refers to a data center of servers connected to the Internet.

"Client Data" means all data (including software, text, sound files and Personal Data) and other content that are stored by Client or Client's end-user(s) on the Hosted System or otherwise processed by Client or Client's end-user(s) through Client's use of the Services, including Personal Data, as well as Client's marketing, strategies, business operations and business systems.

"Disaster Recovery" means (i) for Clients whose Services include Microsoft Azure Cloud Services, those disaster recovery services described in Section 1.2 of Exhibit A hereto or (ii) for Clients whose services do not include Microsoft Azure Cloud Services, periodic data-only backups at commercially reasonable intervals, with such data backups being stored offsite for restoration as quickly as reasonably practicable after a disaster recovery event using the most current backup tape or other media available.

"End Users" means Client's, or its Affiliates', employees or other users of the Services under Client's account.

"GLBA" shall mean the Gramm-Leach-Bliley Act and its implementing regulations applicable to Client as a financial institution and pursuant to which law Client is required to extend the GLBA and its implementing regulations to its vendors.

"Guarantee of Service" means (i) a service level guarantee or guarantees identified as a "Guarantee of Service" in the Agreement and/or (ii) any provision which provides a specified credit remedy for an identified failure to deliver or provide Services.

"Hosted System" means a combination of hardware, software, and networking elements that comprise an information technology system.

"Order" means (i) the online order that Client submits or accepts for ABT's Services, (ii) any other written order (either in electronic or paper form) provided to Client by ABT for signature that describes the type or types of Services Client is purchasing, and that is signed by Client, either manually or electronically, and (iii) Client's use, acceptance or provisioning of the Services through the ABT cloud control panel or through an API.

"Personal Data" means any information that is referred to as personal identifiable information, personal data, sensitive member information or non-public personal information (or other like term) under applicable data protection or privacy laws and includes information that by itself or combined with other information can be used to identify a person, including, without limitation, non-public personal information ("NPI"), as such term is defined under the GLBA.

"Product Terms and Conditions" means any terms and conditions that are incorporated by reference in Client's Agreement or Order that state additional terms and conditions for the particular Services Client is purchasing.

"Services" means the cloud software and/or services described in the Order and other services provided by ABT under each Agreement, and includes any services which Client self-provisions through the ABT cloud control panel or which Client utilizes via an API.

“Support” means (i) ABT employees with training and experience relative to the Services will be available ‘live’ by e-mail, telephone, chat and ticket as described in the Service Levels document attached hereto as Exhibit A, and (ii) any additional level of assistance offered by ABT for the specific Services Client is purchasing, and described in the applicable Product Terms and Conditions or Order.

3. ABT OBLIGATIONS.

3.1 ABT shall provide Client the Services and Support subject to the terms and conditions of the applicable Agreement. ABT’s obligation to begin providing the Services and Support is contingent on satisfaction of ABT’s credit approval criteria and ABT’s acceptance and/or execution of an Order by Client. ABT will comply in all material respects with all laws applicable to its provision of the Services and Support. ABT acknowledges that in providing the Services under this Agreement, ABT, if it has access to NPI of Client, will comply with GLBA, as well as applicable state privacy laws and their implementing regulations (“Privacy Laws”). In furtherance of the foregoing, ABT agrees to safeguard and maintain the confidentiality of all NPI made available to or obtained by ABT. ABT agrees not to disclose or use any such NPI other than as required to provide the services to Client. ABT agrees that it maintains and monitors its policies and procedures to meet the objectives of the Interagency Guidelines Establishing Information Security Standards and the NCUA Security Program and Guidelines for Safeguarding Member Information by addressing administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of NPI through encryption and other means; (ii) protect against any anticipated threats or hazards to the security or integrity of NPI; and (iii) protect against unauthorized access to or use of NPI. In the event ABT becomes aware of any unauthorized access to Client’s NPI, ABT will (i) immediately notify Client of any such incident (subject to any delay requested by an appropriate law enforcement agency) to enable Client to expeditiously implement its response program; and (ii) take appropriate actions to address and remediate such incident. ABT shall conduct a security risk assessment on at least an annual basis. Identification of material threats and vulnerabilities shall be addressed with effective security controls within a reasonable period of time after the completion of the assessment. ABT shall also conduct a compliance audit of security controls on an at least every other year basis. Such audit shall take the form of an SSAE 18 report or an audit conducted in accordance with the Federal Information Security Management Act. Upon completion of each compliance audit, ABT will distribute to the Client a report of the findings and recommendations regarding any material deficiencies identified during the audit along with a plan to remedy the deficiencies.

4. CLIENT OBLIGATIONS.

4.1 General. Client agrees to do each of the following: (i) comply in all material respects with all applicable laws in its use of the Services, (ii) comply with these Terms and Conditions and any other terms and conditions of the Agreement, (iii) pay the fees for the Services when due, (iv) ensure that Client’s account information as it appears in the online control panel is true, accurate, current and complete; (v) cooperate with ABT’s reasonable investigation of service outages and any suspected breach of the Agreement, and (vi) reasonably cooperate with ABT in connection with ABT’s performance of the Services, and take any further actions reasonable or necessary in connection with ABT’s performance of the Services.

4.2 Client Data Security.

4.2.1 Client is responsible for Client’s use of Client Data on the Hosted System,

including the content, quality, value or use of the data. Client Data is and at all times shall remain Client's exclusive property. Client is solely responsible for:

4.2.1.1 Determining the suitability of the Services in light of the type of Client Data stored by Client or End Users on the Hosted System or otherwise processed by Client or End Users through Client's use of the Services;

4.2.1.2 Use of the Hosted System and the Services by any End Users, or by any person or other party who gains access to the Hosted System or Services as a result of Client's, its Affiliates', or the End Users' failure to utilize reasonable security precautions in the use of the Services, or otherwise through Client, its Affiliates, or any End Users; and

4.2.1.3 Taking all reasonable steps to mitigate the risks inherent in transmitting Client Data to and from and while stored on the Hosted System using the Services, including any Client Data loss or corruption.

4.2.2 Reasonable steps under Sub-Section 4.2.1.3 shall include, without limitation:

4.2.2.1 Encrypting any Personal Data; any NPI; and other regulated financial, health or sensitive data, transmitted to and from and while stored on the Hosted System,

4.2.2.2 Maintaining a backup of Client Data and allowing ABT to make and maintain a backup of Client Data, and

4.2.2.3 Designating End Users under Client's account and limiting access of login credentials associated with Client's account.

4.2.3 Client agrees to immediately notify ABT of any unauthorized use of Client's Services or account or of any other breach of security of which Client becomes aware. Client also agrees to cooperate with ABT's reasonable investigation of security-related breaches.

5. TAXES.

All taxes, however designated, arising from or based upon the Services to be provided under the Agreement or the payments made to ABT by Client pursuant hereto or thereto, including, but not limited to, all applicable sales, use and excise taxes, shall be paid by Client as and when such taxes become due. If ABT is compelled to collect state sales or use taxes by a governmental entity, ABT agrees to provide to Client appropriate details to identify all sales and use taxes. Client shall, upon request by ABT, pay such taxes either to ABT or to the appropriate taxing authority at any time during or after the termination of the Agreement. Client shall not be responsible for the payment of any state, federal, or local franchise or income taxes based upon ABT's net income or profits which may be levied against ABT.

6. AUTHORIZED EMPLOYEES.

Any Client representative then holding administrative privileges for the hosted environment (each, an "Administrator") shall constitute an authorized employee who is authorized to contact ABT support personnel, to release Client Data or request reports, to submit work requests, to approve work Orders and to authorize other requests for Services under the Agreement, and to otherwise act on behalf of Client in connection with the Services.

ABT may rely on the actions and representations of such Administrators without performing any further investigation or confirmation. Client shall be bound by all agreements both written and verbal, entered into with ABT based on the approval or authority of any such Administrator. Unless otherwise designated in an Order, the initial Administrator shall be the Client representative who has executed such Order. Only an Administrator may authorize the designation of any additional Administrator or terminate the administrative privileges of an Administrator and Client shall be solely responsible for reviewing and verifying the accuracy, at reasonable intervals, of Client's designated Administrators.

7. OWNERSHIP AND CONFIDENTIALITY.

7.1 Client acknowledges that the Hosted System and any ABT delivered software, software solutions, processes, and workflow, and all other information, programs, documentation, assistance and other intellectual property related thereto, and all parts thereof, are the sole property of ABT and that they constitute the valuable proprietary products and trade secrets of ABT embodying substantial creative efforts, ideas and expressions. Subject to the terms and conditions of this Agreement, ABT hereby grants to Client a limited, non-exclusive, non-assignable, non-transferable, license and right to access and use the Hosted System and any ABT delivered software, software solutions, processes, and workflow, and all other information, programs, documentation, assistance and other intellectual property related thereto, and all parts thereof during the term of this Agreement. Client further agrees to observe complete confidentiality regarding all aspects of the Hosted System and any ABT delivered software, software solutions, processes, and workflow, and all other information, programs, documentation, assistance and other intellectual property related thereto, including, without limitation, not disclosing or otherwise permitting any other person or entity to access, in any manner, the Hosted System and any ABT delivered software, software solutions, processes, and workflow, or any other information, programs, documentation, assistance or other intellectual property related thereto, or any part thereof, except that such disclosure or access shall be permitted to any employee of Client requiring such access in the course of such employee's employment, and to not use any such ABT delivered software, software solutions, processes, and workflow, or any other information, programs, documentation, assistance or other intellectual property related thereto, or any part thereof, except as contemplated by an Agreement. Client acknowledges that the terms of the Agreements and the related negotiations between Client and ABT with respect thereto shall be treated as confidential pursuant to this Section 7.

7.2 ABT acknowledges that the Client Data is the sole and exclusive property of Client, and that it constitutes the valuable proprietary products and trade secrets of Client, that ABT is prohibited from disclosing and agrees to maintain the confidentiality of and safekeep and protect Client Data in accordance with all relevant state and federal laws, regulations, rules and guidelines, including but not limited to, the GLBA, the federal Fair Credit Reporting Act, all applicable regulations related thereto and the requirements imposed upon "service providers" pursuant to the National Credit Union Administration's Guidelines For Safekeeping of Member Information (12 CFR 748). ABT further agrees to observe complete confidentiality regarding all aspects of the Client Data including, without limitation, not disclosing or otherwise permitting any other person or entity access to, in any manner, the Client Data or any part thereof, except that such disclosure or access shall be permitted to any employee of ABT requiring such access in the course of employment or otherwise in connection with the performance of Services. Upon the termination of the Agreement and in accordance with Section 7.3, ABT agrees to

return the Client Data and all parts thereof, to destroy any copies made by ABT. Such data destruction shall be performed by ABT in accordance with Client's written instructions to ABT to cause such data destruction to conform to the FTC's Final Regulation on Consumer Information and Records Disposal (16 CFR 682), as well as any other applicable laws and regulations. ABT shall certify to Client in writing that it has returned or destroyed all parts of the Client Data in accordance with this Section. ABT acknowledges that the Agreement and the related negotiations between Client and ABT with respect thereto, and all of Client's information that would reasonably be understood by the receiving party to be proprietary, a trade secret or confidential information, shall be treated as confidential pursuant to this Section 7. Client consents to the use by ABT of statistical data generated by the Hosted System, provided that such use shall not directly or indirectly identify Client or any specific individual within the Client Data. ABT personnel may also require access to the data contained in email(s) or other systems in order to perform its Support and such data will also be governed by the provisions of this Section 7.

7.3 All of the Client Data stored by or on the Hosted System remains the property of Client. At the request of Client, ABT shall transfer the Client Data to Client at Client's cost. Transfer costs must be paid prior to transfer of the Client Data. Client's bill must be paid in full prior to requesting data and disputed amounts cannot be withheld from payment.

7.4 In addition to the injunctive relief provided in Section 18.4 hereof, and without limiting any other remedy available to a party, for breach of any confidentiality covenant set forth in the Agreement, the injured party shall be entitled to damages for such breach of confidentiality as set by the Arbitrator (as defined below) subject to the limits otherwise set forth herein.

8. INTELLECTUAL PROPERTY.

8.1 Ownership of Intellectual Property. Client and ABT each retain the right, title and interest in and to their respective trade secrets, inventions, trademarks, copyrights, and other intellectual property. Any intellectual property developed by ABT during the performance of the Services shall belong to ABT unless ABT has agreed with Client in advance in writing that Client shall have an interest in the intellectual property. ABT does not acquire any ownership interest in or right to the Client Data.

8.2 Software. All software that ABT provides for Client's use is subject to the terms of the Agreement, including software that ABT may authorize Client to install on devices located outside of ABT's data center. Client may not use any software ABT provides after the expiration or termination of the Agreement, or the particular service for which it was provided, and Client may not copy the software unless expressly permitted by the Agreement. Client may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software ABT provides Client. Client may not reverse engineer, decompile or disassemble any software ABT provides for Client's use. Any additional restrictions which may apply to software ABT utilizes in the performance of the Services will be specified in the applicable Order. In addition to the terms of the Agreement:

8.2.1 Client's use of any Microsoft® software is governed by: (i) Microsoft's license terms <http://www.microsoft.com/en-us/useterms> and Microsoft's customer agreement <https://www.microsoft.com/licensing/docs/customeragreement>. By signing ABT's agreement client is also agreeing to Microsoft's customer agreement found at the following website: <https://www.microsoft.com/licensing/docs/customeragreement>. If Client makes use of Microsoft® software in conjunction with the Services that is not

relicensed to Client by ABT, Client represents and warrants that Client has a written license agreement that permits Client to use the Microsoft® software in conjunction with the Services. For any Microsoft or other third-party software license acquired by Client through ABT, Client shall continue to procure such licenses for any such software through ABT for so long as Client is subject to the license terms of Microsoft or any such other third party software licensor and/or service provider.

8.2.2 In the event that ABT distributes any open source software to Client as part of the Services (including, for example Linux based software, OpenStack software, and software licensed under the Apache, GPL, MIT or other open source licenses) then such open source software is subject to the terms of the applicable open source license. **WITHOUT LIMITING ANY OTHER PROVISION HEREOF, ALL OPEN SOURCE SOFTWARE IS PROVIDED TO CLIENT ON AN “AS-IS, WHERE IS” BASIS, WITH ALL FAULTS; THERE ARE NO WARRANTIES PROVIDED WITH RESPECT TO ANY OPEN SOURCE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY WAIVED AND DISCLAIMED.** In the event of any conflict between these Terms and Conditions and the applicable open source license with respect to any open source software, the terms of these Terms and Conditions shall control. If Client makes use of open source software in conjunction with the Services that is not relicensed to Client by ABT, Client represents and warrants that Client has a written license agreement that permits Client to use the open source software in conjunction with the Services.

8.2.3 For all software used in the ABT Cloud, Client is responsible for understanding the regulatory/software usage requirements applicable to Client’s business/software and for selecting and using that software/applications/services in a manner that complies with the applicable requirements of the software. Except for software licenses sold by ABT, Client is solely responsible for procuring all licenses for software which Client installs on its hosted environment or that Client has ABT install, and for all licensing compliance. Client is solely responsible for determining the suitability of the Services and licensing for Client’s use in light of any applicable regulations and/or other applicable licensing laws and regulations.

8.2.4 Client must cooperate with ABT in the event that a software vendor or original equipment manufacturer requests ABT’s participation in an audit of the software services. Client agrees that ABT may provide the software vendor with (a) the number of users Client has using the software and (b) a list of the software vendor’s software products which run in Client’s environment. If the software vendor determines that Client is non-compliant with the program requirements and Client does not cure the non-compliance within a time period specified by the software vendor, then ABT may terminate the Services upon written notice to Client (which written notice may be sent in accordance with Section 24 of these Terms and Conditions).

9. CLIENT PROVIDED LICENSES.

If Client uses any non-ABT provided software on Client’s Hosted System, Client represents and warrants to ABT that Client will have the legal right to use the software in that manner. If ABT has agreed to install, patch or otherwise manage software in reliance on Client’s license with a software vendor (rather than ABT’s license with the software vendor), then Client represents and warrants that Client has a

written license agreement with the software vendor that permits ABT to perform these activities. On ABT's request, Client will certify in writing that Client is in compliance with the requirements of this Section 9 and any other software license restrictions that are part of the Agreement, and will provide evidence of Client's compliance as ABT may reasonably request. If Client fails to provide the required evidence of licensing within a reasonable time, ABT may, at its option, either: (i) charge Client ABT's standard fee for the use of the software in reliance on ABT's licensing agreement with the vendor until such time as the required evidence is provided; or (ii) suspend or terminate the Agreement.

10. PUBLICITY.

Client agrees that ABT may publicly disclose that ABT is providing Services to Client and may use Client's name and logo to identify Client as ABT's customer in promotional materials, including press releases, upon Client's written consent. ABT will not use Client's name or logo in a manner that suggests an endorsement or affiliation.

11. LIMITATION OF LIABILITY.

11.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT OR THIRD PARTY DAMAGES OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOSS OF GOODWILL OR BUSINESS INTERRUPTION, LOST REIMBURSEMENTS, LOST DATA, OR LOST SAVINGS) ARISING OUT OF THE AGREEMENT OR THE USE OF ANY EQUIPMENT, THE SOFTWARE, THE DOCUMENTATION OR ANY SERVICE PROVIDED UNDER THE AGREEMENT EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL ABT'S AGGREGATE LIABILITY FOR DAMAGES UNDER THE AGREEMENT EXCEED THE AMOUNT OF REVENUES ACTUALLY RECEIVED BY ABT FROM CLIENT PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11.2 SUBJECT TO SECTION 11.1, each party agrees to defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against all actions, claims, proceedings, damages, liabilities, losses, claims, judgments, damages, expenses, penalties and costs (including, without limitation, reasonable counsel fees and costs and expenses incurred in connection therewith) (collectively, the "Indemnifiable Damages") arising from or in connection with any third party action, claim or proceeding due to (i) the other party's failure to comply with any debt collection law with which it is responsible to comply under the terms of the Agreement; (ii) the breach by the other party of any of that party's duties or obligations as contained in the Agreement; or (iii) the other party's alleged infringement on a third party's intellectual property rights.

12. TERMINATION.

12.1 Written Notice During Original and Extended Term. Subject to the provisions of the Agreement, either party may terminate the Agreement at the end of the Original Term or at the end of any Extended Term by giving the other advance written notice prior to the end of the Original Term or the then-current Extended Term. Such written notice shall be received by the non-terminating party no later than the date which corresponds with the following advance termination notice schedule:

For Agreements with an Original Term of thirty (30) days:	Thirty (30) days
For Agreements with an Original Term of twelve (12) months:	Ninety (90) days
For Agreements with an Original Term of twenty-four (24) months:	One Hundred Twenty (120) days
For Agreements with an Original Term of thirty-six (36) months or more:	One Hundred Eighty (180) days

12.2 Monetary Default. In the event Client shall default in the payment of any sums due by it hereunder and such default is not cured within thirty (30) days after written notice from ABT, then ABT may terminate the Agreement under which such default has occurred. Either party may then invoke the conflict resolution provisions of Section 18 hereof. Amounts remaining outstanding after such thirty (30) day period shall accrue interest at a rate of the lesser of (a) one and one-half percent (1.5%) per month or (b) the highest rate allowed by law.

12.3 Non-Monetary Default. In the event ABT or Client shall materially default in the performance of any of their non-monetary obligations under any Agreement, and if such party does not remedy the default within thirty (30) days after the receipt of written notice from the other party, the non-defaulting party may terminate the Agreement under which the default has occurred. Either party may then invoke the conflict resolution provisions of Section 18 hereof.

12.4 Extended Majeure. In the event the ability of either party to perform its obligations under the Agreement is prevented by a force majeure event as described in Section 19 hereof, the passage of any law, regulatory action, or any other similar force reasonably beyond the control of that party for a period of more than thirty (30) days, then the other party may terminate the Agreement under which the force majeure event has delayed performance upon written notice to the delayed party. In the event the other party elects not to terminate the Agreement, Client and ABT will negotiate a proration of monthly processing charges based on the period performance was prevented.

12.5 Bankruptcy. In the event that either party files any petition for protections under any Federal or state bankruptcy acts, or if an involuntary petition in bankruptcy is filed against either party and is not discharged in thirty (30) days, or if either party commits an act of bankruptcy, or if a receiver, trustee or marshal of either party's assets is appointed, or if there is any material default under any bank credit agreement, the other party may immediately terminate the Agreement by giving written notice of termination to that party. The non-defaulting party shall be entitled to pursue any and all remedies available to it at law or in

equity.

12.6 Breach of Confidentiality. In the event of a breach of the provisions of Section 7 hereof, the non-defaulting party may immediately invoke the conflict resolution provisions of Section 18 hereof.

12.7 Effect of Termination. Upon termination of any Agreement, Client's right to use the Services as described in such Agreement shall immediately cease. Client and ABT agree that, notwithstanding any certification required by this Section 12, obligations of confidentiality and indemnification herein shall, upon termination of any Agreement, continue in full force and effect and shall be binding upon Client and ABT following such termination. In cases of multiple Agreements with Client, termination of one Agreement shall have no impact on Client's other Agreements.

12.8 Download and Storage of Client Data. Upon Client's request, and provided that Client's account with ABT is current at the time of such request, ABT will transfer the Client Data from the Hosted System to a storage medium or location of Client's choice, for which services Client will be invoiced in advance for ABT's estimated time and materials for such services, billed in fifteen (15) minute increments and a minimum of three (3) hours, at ABT's then standard published rates on its website at the following URL: www.myabt.com/rates. ABT shall in no event be obligated to store Client Data beyond the date of expiration or earlier termination of this Agreement unless Client makes advance payment to ABT of ABT's actual cost of retaining Client's Client Data after the expiration or earlier termination of this Agreement, which cost shall be paid in advance upon notice by ABT to Client of the such cost. Absent Client's prior arrangement by Client with ABT to retain Client's Client Data after expiration or earlier termination of this Agreement, all Client Data will be purged on the first business day after the date of expiration or earlier termination of this Agreement.

12.9 Default Contract Term. In the event any Agreement is entered into by Client without a contract term expressly specified therein, such contract term shall be twelve (12) months.

12.10 Automatic Renewal. Unless other expressly provided in an Agreement, in the event Client does not notify ABT of its intent to not renew any Client Agreement for Services in accordance with Section 12.1 the expiration of the then-current term of such Agreement, such Agreement shall automatically renew for an additional period equal to the length of the then-current term of such Agreement. In the event Client so notifies ABT of termination but continues to use the hosted environment after the expiration of the then-current term of such Agreement, such usage shall be deemed to constitute a retraction of such termination notice and Client's Agreement shall renew as if such termination notice had not been given.

13. NON-SOLICITATION OF EMPLOYEES.

The parties agree that they will not solicit the services of any employee of the other party during the Original Term or any Extended Term of the Agreement without first obtaining the written consent of the party by whom the employee is employed. Notwithstanding the foregoing, Client and ABT understand and agree that the following shall not constitute solicitation under this Section 13: (i) employment solicitations directed to the general public at large, including, without limitation, newspaper, radio and television advertisements, and (ii) an employment solicitation directed by a party to an employee of the other party, and any related communication, that occurs after a communication regarding employment that was initiated by the employee.

14. STORAGE OF DATA FILES.

If applicable, ABT will provide off-site storage for the Client Data files so that they may be reconstructed (at Client's cost) in the event of loss or destruction of the Client Data files at ABT's data center.

15. ASSIGNMENT; SUCCESSORS; THIRD PARTY BENEFICIARIES.

Neither the Agreement nor any rights or obligations thereunder or hereunder may be assigned or delegated by either party hereto without the prior written consent of the other. Any such assignments or delegations are void and of no force and effect and shall constitute an immediate, incurable breach of the Agreement. The subsequent receipt of benefits, services or products from the unauthorized assignee or delegatee shall not constitute acceptance, consent or ratification of any such assignment or delegation. Merger, consolidation or other business reorganization of either party shall not be deemed an assignment hereunder, provided that the assignee is not an entity or an affiliate or subsidiary of an entity which engages or attempts to engage in the business of providing any software or services that materially compete with such software or services provided by the non-assigning party. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither the terms of the Agreement nor any performance hereunder shall be construed to create any rights in any person other than the parties to the Agreement.

16. FURTHER ASSURANCES.

ABT and Client agree to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out the provisions of the Agreement.

17. INDEPENDENT CONTRACTOR.

ABT is an independent contractor which has the sole right to supervise, manage, control and direct its performance of Services. The performance of activities by either party under the Agreement shall not constitute either a joint venture or partnership of the parties. The Agreement shall not be construed to limit in any way the rights of the parties to pursue, independently and in accordance with their respective management policies, any aspects of their respective businesses and operations.

18. CONFLICT RESOLUTION.

18.1 Informal Dispute Resolution. ABT and Client agree to notify each other as promptly as possible of any conflicts arising out of any Agreement or in the interpretation of the provisions of any Agreement or any dispute as to whether or not an event of default has occurred. ABT and Client further agree to attempt to resolve all such conflicts as promptly as possible and in good faith before initiating any causes of actions arising out of any Agreement.

18.1.1 Any dispute, difference, controversy or claim arising out of or relating to the Agreement shall be resolved as follows: (i) the parties shall first conduct a face-to-face meeting within ten (10) days after demand by either party at the offices of the party making such demand, with each party bearing its own costs of travel. If such discussion does not result in a mutual settlement agreement between the parties within thirty (30) days following such face-to-face meeting, or such other period of time as mutually agreed upon, either party may initiate a mediation proceeding as contemplated by Section 18.2 hereof.

18.1.2 If, following a single mediation (or additional mediations to which the parties

have mutually agreed) as contemplated by Section 18.2 hereof, any dispute remains unresolved, either party may initiate a binding arbitration proceeding as contemplated by Section 18.3 hereof.

18.1.3 This Section 18.1 shall not apply in the event the timeframe for bringing an action is imminent.

18.2 Mediation. ABT and Client stipulate and agree that if they are unable to resolve any controversy arising under the Agreement as contemplated by Section 18.1.1 hereof, and if such controversy is not subject to Section 18.4 hereof, then such controversy and any ancillary claims shall be submitted to mediation. In the event ABT and Client fail to agree on the location and process of such mediation within twenty (20) days of written notice by one party to the other of such party's election to submit the controversy to mediation, the mediation shall take place in Sacramento, California, and shall be in accordance with the American Arbitration Association's Mediation Rules (the "Rules"). ABT and Client agree that the mediation proceedings shall be confidential as provided in the Rules. If the dispute has not been resolved as provided in this Section 18.2 within ninety (90) days of written notice by one party to the other of such party's election to submit the controversy to mediation, either party may initiate binding arbitration as contemplated in Section 18.3 upon ten (10) days' written notice to the other party. The parties shall each pay one-half of the mediator's fees for any mediation under this Section 18.2; the parties shall otherwise each pay their own costs and attorneys' fees incurred in relation to such mediation. This Section 18.2 shall not apply in the event the timeframes for bringing an action are imminent.

18.3 Binding Arbitration. ABT and Client stipulate and agree that if they are unable to resolve any controversy arising under the Agreement as contemplated by Section 18.1 hereof or through mediation as contemplated by Section 18.2 hereof, and if such controversy is not subject to Section 18.4 hereof, then such controversy and any ancillary claims shall be submitted to binding arbitration at the election of either party (the "Disputing Party") pursuant to the following conditions:

18.3.1 Selection of Arbitrator. The Disputing Party shall notify the American Arbitration Association ("AAA") and the other party in writing of the Disputing Party's election to submit the controversy to binding arbitration, describing in reasonable detail the nature of the dispute (the "Dispute Notice"), and shall request that AAA furnish to the parties a list of five (5) possible arbitrators who shall be licensed to practice law in the United States and shall have at least five (5) years of experience in the subject matter of the Services provided by ABT pursuant to the Agreement. Each party shall have fifteen (15) days to reject two (2) of the proposed arbitrators. If one (1) individual has not been so rejected, he or she shall serve as arbitrator; if two (2) or more individuals have not been so rejected, the AAA shall select the arbitrator from those individuals.

18.3.2 Conduct of Arbitration. Arbitration will be conducted by the arbitrator selected pursuant to Section 18.3.1 hereof with respect to the dispute described in the Dispute Notice and any other disputes related to the Agreement between the parties thereto (i) pending at the inception of such arbitration and not otherwise being arbitrated under this Section 18.3; or (ii) arising during the pendency of such arbitration in accordance with the rules of the AAA, except as specifically provided otherwise in this Section 18.3. The arbitrator will allow reasonable discovery in the forms permitted by the California Arbitration Act (Code of Civil Procedure Section 1282, et. seq.) to the extent consistent

with the purpose of the arbitration. The arbitrator will have no power or authority, under the rules of the AAA or otherwise, to amend or disregard any provision of this Section 18.3. The arbitration hearing shall be limited to not more ten (10) days, with each of Client and ABT being allocated five (5) days for the presentation of its case. Unless otherwise agreed to by the parties, any arbitration hearing shall be conducted on consecutive business days.

18.3.3 Replacement of Arbitrator. Should the arbitrator refuse or be unable to proceed with arbitration proceedings as called for by this Section 18.3, such arbitrator shall be replaced by an arbitrator selected from the other four (4) arbitrators originally proposed by the AAA and not rejected by the parties, if any, or if there are no remaining proposed arbitrators who have not been rejected, by repeating the process of selection described in Section 18.3.1 above. If an arbitrator is replaced pursuant to this Section 18.3.3, then a rehearing shall take place in accordance with the provisions of this Section 18.3 and the rules of the AAA.

18.3.4 Decision; Findings and Conclusions. Within fifteen (15) days of the last day of the arbitration proceedings, the arbitrator shall render his or her decision or award and shall prepare and distribute to the parties a writing describing the findings of fact and conclusions of law relevant to such decision and award and containing an opinion setting forth the reasons for the giving or denial of any award.

18.3.5 Place of Arbitration Hearings. Arbitration hearings contemplated by Section 18.3.2 above shall be held in Sacramento, California. If ABT and Client agree, arbitration hearings may be held in another location.

18.3.6 Time of the Essence. The arbitrator shall be instructed by the parties that time is of the essence in the arbitration proceeding and that the arbitrator shall have the right and authority to issue monetary sanctions against either of the parties if, upon a showing of good cause, the party is unreasonably delaying the arbitration proceedings.

18.3.7 Limitation on Authority of Arbitrator. If the arbitrator finds that a material breach of the Agreement has occurred, the arbitrator shall not have the authority to exclude the right of a party to terminate the Agreement by virtue of such material breach. The arbitrator will have no power or authority, under the rules of the AAA or otherwise, to amend or disregard any provisions set forth in the Agreement and shall be limited to rendering a decision on the dispute being arbitrated pursuant to this Section 18.3.

18.4 Immediate Injunctive Relief. Notwithstanding any other provision herein, in the event (i) a party defaults under the provisions of Section 12.6 hereof or (ii) a party makes a good faith determination that a breach of the terms of the Agreement by the other party is such that the damages to such party resulting therefrom will be so immediate, so great or severe and so incapable of adequate redress after the fact, such party may seek a temporary restraining order and/or other immediate injunctive relief as the only adequate remedy for such breach. If a party making such a determination files a pleading with a court seeking such immediate injunctive relief and such pleading is challenged by the other party to the Agreement and the challenging party succeeds in such challenge, the party filing such pleading seeking immediate injunctive relief shall pay all of the costs and attorneys' fees of the party successfully challenging such pleading.

18.5 Costs and Attorneys' Fees. Notwithstanding any rule of the AAA to the contrary, the arbitrator rendering a decision with respect to disputes between the parties to the Agreement as provided in Section 18.3 hereof shall have the power to award all costs and attorneys' fees between the parties subject to such disputes.

18.6 Continued Performance. Except where prevented from doing so by the matter in dispute, both parties agree to continue performing their respective obligations under the Agreement while the dispute is pending resolution pursuant to this Section 18 unless and until such obligations are terminated by the expiration or termination of the Agreement.

19. FORCE MAJEURE.

Neither ABT nor Client shall be responsible for delays or failures in performance of any obligations hereunder caused by acts of God, flood, acts of government or regulatory bodies, fire, war or public enemy, or third party service failures beyond the parties' control, subject to ABT's obligation to comply with its Disaster Recovery procedures as specified in these Terms and Conditions.

20. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The terms, provisions, representations, warranties and covenants contained in the Agreement shall survive the delivery and acceptance of the Services, the payment of any fees or other charges hereunder and/or the termination of the Agreement for any reason.

21. WAIVER.

The waiver of a breach of or a default under any term or condition hereof shall not be construed as a continuing waiver of any such term or condition, nor shall a waiver of a breach of or a default under any term or condition here be construed as a waiver of any breach under any other term or condition hereof or in any manner affect any other term or condition hereof.

22. SECTION HEADINGS.

The section and other headings hereof are inserted for convenience only and in no way define, limit or describe the scope or intent of the Agreement, nor affect its terms or provisions.

23. SEVERABILITY OF PROVISIONS.

The provisions hereof are severable and if any provision is hereafter declared invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision hereof.

24. NOTICES.

Whenever the giving of a written notice by ABT or Client is required by the Agreement, such notice shall be given via e-mail, personally or sent by certified mail, return receipt requested or overnight courier (with proof of service), postage prepaid, (except when such notice is a termination notice, in which event any two (2) of the delivery methods described above must be used) addressed to the other party in care of a designated officer and at the address listed in the preamble of the Agreement or at such other address as may be specified by ABT or Client in advance in writing to the other, and shall be deemed to have been given on the date of receipt by the other. Any party may change the address to

which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

25. SECURITY.

25.1 ABT shall not deliver any software or Services which, using current industry standard evaluation and review methods, are known by ABT to contain destructive elements such as computer viruses, trap doors, time bombs, worms, backdoors, drop dead dates, or other disabling features that in any way may materially adversely affect Client's use thereof. If defects are detected, such defects will be promptly corrected. ABT uses industry standard anti-virus/malware protection software to avoid the introduction of destructive elements in the ABT software products provided to Client (including releases, new versions, enhancements, interfaces and deliverables) including, without limitation, at a minimum 256-bit encryption and prompt certification and installation of all security updates and patches from third party vendors. Client is expected to utilize ABT's setup instructions and/or guidance during installation for the initial setup of security levels and security codes relative to Client's usage of ABT's Services, as well as perform any applicable ongoing maintenance of security codes and security level processes relative thereto. Client agrees, in addition to the designation requirement of Section 6 hereof, to identify in writing to ABT at the time of execution of the Agreement the person who is responsible for the initiation and maintenance of the security controls. In no event shall ABT be responsible for any breach of the Hosted System security resulting directly or indirectly, wholly or in part, from (i) any negligent act or omission or intentional misconduct of Client or any of its officers, directors, employees, agents, independent contractors or other representatives (collectively, "Representatives"), including, but not limited to, any breach of the Hosted System security originating from any of Client's offices, hardware or equipment or any Representative's residence, office, hardware or equipment or (ii) any third party software or software resident on Client's hardware or equipment. In addition, so long as ABT is in compliance, at the time of any breach of the Hosted System security, with its SSAE 16 Type 2 relevant controls, a copy of which has or will be provided to the Client, ABT shall not be liable for any breach of the Hosted System security. Notwithstanding the foregoing, ABT agrees to immediately notify Client of any unauthorized use of the Hosted System or of any other breach of security related thereto if ABT becomes actually aware of such breach.

26. BILLINGS.

26.1 ABT has the right to run credit checks at any reasonable interval in ABT's commercially reasonable discretion. A credit card, electronic check approval, or paper check may be used for payment. ABT shall render monthly invoices for the Services and semi-monthly invoices for equipment and all other professional services. Invoices for special hosting service charges incurred during any month will be rendered as of the last day of such month. Invoices are in arrears and represent charges for Services provided in the immediately preceding month and are due and payable by Client upon receipt. Client's payments will be set up on ABT's automatic payment system; invoices for an amount of \$1,000 or less may be set up for either credit card or ACH automatic payments and invoices for an amount in excess of \$1,000 may be set for ACH automatic payments only. At ABT's election, in the event an invoice remains unpaid after sixty (60) days from the invoice date, and in addition to immediate payment by Client of such past due invoice, ABT may require Client to make an advance payment, and to maintain a credit balance, in an amount equal to three times the historically highest monthly invoice amount. In

the event ABT applies the credit balance to any past due invoice thereafter, Client shall replenish the credit balance within five (5) days of written notice from ABT of the required replenishment and failure of Client to do so shall constitute a payment default hereunder to the same extent as any non-payment of an invoice.

Any amount remaining unpaid after thirty (30) days shall accrue interest at a rate of the lesser of (a) one and one-half percent (1.5%) per month or (b) the highest rate allowed by law. Client agrees to pay 100% of all invoices upon receipt even if Client intends to dispute part or all of the invoice. Any dispute of all or any portion of an invoice must be submitted in writing to ABT no later than sixty (60) days from the date of the applicable invoice, including an explanation of the reason for the dispute. No invoice dispute submitted later than sixty (60) days after the date of such invoice will be considered and any such invoice shall be deemed final and accepted by Client after the passage of such sixty (60) day period. If Client's account falls behind in payment, ABT has the right to immediately disable Client's access to the Hosted System until payment is brought current.

26.2 ABT shall be reimbursed for actual and reasonable out-of-pocket expenses of its employees and consultants (such employees and consultants, the "ABT Professionals") and other expenses authorized by Client in advance in writing incurred in performance of the Services, including coach air travel, lodging and a per diem allowance based on the Federal Per Diem Rates set by the United States General Services Administration (the "GSA") for ABT Professionals who perform at least eight (8) hours per day of local billable Services. ABT Professionals traveling out-of-town shall be reimbursed for coach air travel, auto rental, lodging and a per diem meal allowance based on the Federal Per Diem Rates set by the GSA. ABT Professionals shall be reimbursed for automobile mileage when performing Services outside one hundred (100) miles round-trip from any such ABT Professional's local branch office. Travel time for ABT Professionals shall be charged to Client at fifty percent (50%) of ABT's applicable rate schedule.

26.3 Effective on each one-year anniversary during the Original Term (and during any Extended Term to the extent ABT and Client do not negotiate new hosting service fees pursuant to the terms of Section 1 of the Agreement), all hosting fees payable by Client shall be increased, without deduction, setoff, prior notice or demand, at ABT's unilateral discretion, in an amount equal to the greater of 5% or the increase in the cost of living. The increase in cost of living shall be calculated as follows: The base for computing the adjustment is the Consumer Price Index for All Urban Consumers for Sacramento--Arden-Arcade--Roseville as published by The United States Department of Labor, Bureau of Labor Statistics ("Index") which is in effect on the date of commencement, or the anniversary date immediately preceding the adjustment date in question, as applicable, during the Original Term or Extended Term, as applicable ("Beginning Index"). The Index published most immediately preceding the adjustment date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has changed upward in comparison to the Beginning Index, the monthly hosting service fees for the following year (until the next hosting service fee adjustment) shall be set by multiplying the monthly hosting service fees in effect on the date of the applicable Beginning Index by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the monthly hosting service fees be less than the minimum monthly hosting service fees in effect as of the date of the applicable Beginning Index. On adjustment of the monthly hosting service fees as provided in this Agreement, ABT shall

notify Client in writing of the basis for the adjustment concurrently with its first invoice reflecting adjusted hosting service fees. If the Index is discontinued or revised during the Original Term or any Extended Term, as applicable, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

26.4 In addition to any hosting service fee increases contemplated by Section 26 above, in the event of an increase in license fees payable by ABT to any third party software provider for software hosted by ABT on behalf of Client, ABT may, at its reasonable discretion, increase the monthly hosting service fees by an amount equal to such increased license fees attributable to Services hosted by ABT for Client upon prior written notice to Client.

26.5 ABT recognizes that our Client's hosted environments are dynamic with user and product changes happening frequently. ABT adjusts hosted environments in accordance with Client change requests submitted each month by Client and ABT provides monthly "user and product" reports to Client's Administrator(s). ABT recommends that the Administrator(s) audit and/or review the monthly "user and product" report each month to ensure that the current record users and products are accurate and to notify ABT as soon as reasonably practicable if the Administrator(s) detects any discrepancies. Such notification to ABT must be made in writing (including e-mail) within sixty (60) days of the date of each such report.

26.6 ABT utilizes the Microsoft Azure Cloud, a demand-based hosting solution, for each Client environment build. Client understands and acknowledges that (i) ABT's fees set forth in the pricing section of any proposal represents ABT's best estimate of Client's environment requirements based on the requirements of the software being managed and the anticipated number of End Users accessing the platform and (ii) if Client's demands exceed any proposal estimate, Client's monthly hosting fees will be increased to reflect the actual Azure environment costs.

27. WARRANTIES.

ABT REPRESENTS AND WARRANTS THAT THE SERVICES SHALL BE PERFORMED (A) IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS APPLICABLE TO THE PERFORMANCE THEREOF; AND (B) IN COMPLIANCE IN ALL MATERIAL RESPECTS TO WITH THE SERVICE LEVELS SET FORTH IN THE SERVICE LEVEL DOCUMENT AND THE SPECIFICATIONS SET FORTH IN THE SERVICE DOCUMENTATION PROVIDED TO CLIENT FOR SUCH SERVICES; (C) ABT HAS THE REQUISITE CORPORATE POWER AND AUTHORITY AND THE RIGHT TO ENTER INTO THE AGREEMENT, AND TO PERFORM THE SERVICES; AND (D) NEITHER THE SERVICES NOR THE ABT SOFTWARE PROVIDED TO CLIENT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. ABT AGREES TO OBTAIN ALL NECESSARY REGULATORY APPROVALS, LICENSES, PERMISSIONS, AUTHORIZATIONS, AND/OR PERMITS APPLICABLE TO ITS BUSINESS AND AS REQUIRED TO PROVIDE THE SERVICES.

CLIENT SHALL PROMPTLY NOTIFY ABT IF SUCH SERVICES DO NOT CONFORM TO THE FOREGOING WARRANTIES. CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ABT'S SOLE OBLIGATION FOR A BREACH OF THE WARRANTIES SET FORTH IN CLAUSES (A) OR (B) ABOVE SHALL BE FOR ABT TO, AT ITS OPTION, RE-PERFORM THE DEFECTIVE SERVICES AT NO ADDITIONAL COST TO CLIENT, OR, IN THE CASE OF A BREACH OF A SERVICE LEVEL, TO ISSUE A CREDIT IN AN AMOUNT AS PROVIDED IN THE SERVICE LEVEL DOCUMENT ATTACHED HERETO AS EXHIBIT A.

THE FOREGOING WARRANTIES SHALL NOT APPLY TO ISSUES OR DEFECTS TO THE EXTENT SUCH ISSUES OR DEFECTS (A) ARE CAUSED BY FACTORS OUTSIDE OF ABT'S REASONABLE CONTROL, (B) RESULTED FROM ANY ACTIONS, INACTIONS, OR MISUSE OF CLIENT, ANY END USER OR ANY THIRD PARTY, OR (C) RESULTED FROM CLIENT'S SOFTWARE, EQUIPMENT OR DATA OR ANY OTHER SOFTWARE, EQUIPMENT OR DATA NOT PROVIDED BY ABT IN CONNECTION WITH THE SERVICES.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 27, THE SERVICES AND ALL SOFTWARE, EQUIPMENT AND OTHER ITEMS ARE PROVIDED BY ABT ON AN "AS-IS, WHERE IS" BASIS, WITH ALL FAULTS, AND ABT DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES OR TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES RELATING TO SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ABT PERSONNEL MAY FROM TIME TO TIME RECOMMEND THIRD PARTY SOFTWARE OR OTHER PRODUCTS AND SERVICES FOR CLIENT'S CONSIDERATION AND MAY ALSO MAKE AVAILABLE TO CLIENT THIRD PARTY PRODUCTS OR SERVICES, INCLUDING THIRD PARTY APPLICATIONS THROUGH DEPLOYMENT OR IMPLEMENTATION TOOLS. **SUCH THIRD PARTY SOFTWARE, APPLICATIONS, PRODUCTS AND SERVICES ARE PROVIDED BY ABT ON AN "AS-IS, WHERE IS" BASIS, WITH ALL FAULTS, AND ABT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING ANY SOFTWARE, APPLICATIONS, PRODUCTS OR SERVICES THAT ARE NOT PURCHASED FROM ABT OR PRODUCED/MANUFACTURED BY ABT, AND ABT DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES RELATING TO SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** CLIENT'S USE OF ANY SUCH SOFTWARE, APPLICATIONS, PRODUCTS OR SERVICES IS GOVERNED BY THE TERMS OF CLIENT'S AGREEMENT WITH THE PROVIDER OF SUCH SOFTWARE, APPLICATIONS, PRODUCTS OR SERVICES.

ANY SERVICES THAT ABT IS NOT CONTRACTUALLY OBLIGATED TO PROVIDE BUT THAT ABT MAY PERFORM FOR CLIENT AT CLIENT'S REQUEST AND WITHOUT ANY ADDITIONAL CHARGE ARE PROVIDED ON AN **AS-IS** BASIS.

28. ATTORNEYS' FEES.

In the event of any litigation (including, without limitation, binding arbitration pursuant to Section 18 hereof) between the parties to enforce the provisions of the Agreement, the prevailing party shall be entitled to reimbursement of all costs of such action, including, but not limited to, reasonable attorney's fees, whether incurred prior to or at trial or on appeal.

29. PERFORMANCE AUDITS.

Upon request, ABT will provide Client, at no additional cost, the most current copy of the: ****"Report on Access Business Technologies, LLC, System for Cloud-Based mortgage software hosting and suitability of the design and operating effectiveness of its controls"**. This is an independent service auditor's report including service organization controls (SOC) 1 SSAE 16 TYPE II report (or successor report). This report prepares an accompanying description of ABT's Cloud-Based Mortgage Software Hosting system for user entities of the system and their user auditors who have sufficient understanding to consider it, along with other information, including information about controls implemented by user entities of the system.

30. COMPLETE AGREEMENT AND GOVERNING LAW.

30.1 The Agreement, including these Terms and Conditions, constitutes the entire understanding of ABT and Client with respect to the Services and no representation not contained herein nor any agreement not referred to herein shall be binding on either party.

30.2 The Agreement is deemed to have been entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising from the Agreement shall be brought in a federal or state court of competent jurisdiction in California and venued in Sacramento County, California, and no other jurisdiction or venue.

30.3 ABT reserves the right to modify, amend or alter the Terms and Conditions in its sole discretion at any time without notice to Client. The most current version of the Terms and Conditions can be viewed on the Internet at <http://www.myabt.com/legal/asptc.pdf>.

EXHIBIT A

ABT SERVICE LEVELS

Definitions set forth in this Service Levels Document shall apply only to this ABT Service Levels Document. Any defined terms used and not otherwise defined herein shall have the meanings set forth in the Agreement (including the Terms and Conditions to which this Exhibit A is attached).

1. Definition and Limits of Service

1.1 Service and Storage Definition

ABT provides the Hosted System for numerous third-party software products using the respective third-party software and ABT's proprietary technology. The Hosted System is provided to Client as a network-based service and is charged for on a monthly subscription basis. As part of the Hosted System, ABT provides all server and software maintenance, including 24x7 monitoring, testing and deployment of software patches, bug fixes, service packs, and upgrades, and monitors and manages user accounts according to the provisions set forth in this Exhibit A. ABT also provides a proprietary account provisioning and management interface for use by corporate administrators and users in managing their organization's accounts.

In addition, ABT provides a specified amount of file and database storage ("Storage") for applicable products included in the Service. These storage amounts are specified in the terms of the Agreement. Except as noted below, if the amount of storage exceeds the specified amount, ABT will add needed storage and bill the appropriate fee.

The Hosted System may include utilization of services and software provided by third party vendors and data centers located in the United States which will comply with current applicable information security mortgage regulations, and will be certified and have current security documentation. A copy of this security documentation will be provided to Client as part of ABT's "Banking Security Document Package."

1.2 Disaster Recovery (available only through Microsoft Azure Cloud Services)

Recover Point Objective (RPO): The data in your production environment's storage service asynchronously geo-replicates or is stored off-site as a back-up of the data from your primary location to the secondary location. If there was a major regional disaster and a failover had to be performed, then recent delta changes that had not been geo-replicated or backed up and stored off-site, could be lost. The number of minutes of potential data lost is referred to as RPO (i.e., the point in time to which data can be recovered to). We typically have an RPO less than 15 minutes (for geo-replication only), though there is currently no service level guarantee on how long geo-replication or off-site back-up tape. Off-site backups are scheduled to take place monthly.

Recovery Time Objective (RTO): The other Disaster Recovery metric to know about is RTO. This is a measure of how long it takes ABT to do the failover and get the storage account back online if a failover is necessary. The time to do the failover includes the following:

- The time it takes ABT to investigate and determine whether we can recover the data at the primary location or if a failover is necessary
- Failover the account by changing the DNS entries

We take the responsibility of preserving your data very seriously, so if there is any chance of recovering the data, we will hold off on doing the failover and focus on recovering the data in the primary location. Once we have the data recovered back to a minimum of 30 days from the event, we will use commercially reasonable efforts to rebuild Client's environment.

1.3 Business Continuity

Business Continuity is not included unless expressly specified in the Order. Our Business Continuity options can be structured to address natural disasters (storms, floods, earthquakes and similar events), as well as non-naturally occurring events (fires, non-weather related flooding, electrical hazards, equipment failure, software corruption and sabotage) or any other events which would create a delay in an immediate rebuild of a Client's environment that would create an unacceptable "wait time" for Client's business resumption.

In these situations, ABT will create a duplicate environment away from the primary environment. This stand-by environment will keep a synchronized copy of production data (subject to reasonably unavoidable delays). Upon a primary environment failure, Client would be redirected to its recovery site in accordance with the Business Continuity plan selected by Client, if any. Depending on Client recovery requirements and plan selection, this time line can range from minutes to hours.

1.4 Regulatory Compliance

Some of the Services are designed to help Client comply with various regulatory requirements that may be applicable to Client. However, Client is responsible for understanding the legal and regulatory requirements applicable to Client and Client's use of the Services, and for selecting and using those Services in a manner that complies with Client's obligations under the Agreement and the applicable legal and regulatory requirements.

2. ABT Support Service and Professional Services

2.1 Systems Support

ABT systems support ("Systems Support") is defined as support associated with issues/faults with ABT's systems and systems over which ABT has control. There are no additional charges for this Systems Support.

2.2 Contacting Support; Billable Support and Professional Services

ABT's Help Desk, provides timely responses to both technical and user issues as they arise. The team is available 24 x 7 with a combination of office and after-hours support. The office hours of operation are: **Monday-Friday, 5:00 a.m. to 5:00 p.m. Pacific Time.** All calls outside of that timeframe will be forwarded to an on-call support team representative who will provide support for inquiries deemed critical or high in nature only. All after hours support calls should be made via

phone. After hours phone messages deemed non-critical will be answered the next business day. All email inquiries that arrive after hours will be reviewed the next business day.

Any Administrator shall have unlimited Systems Support for which Client will not be charged; any other Support requests will constitute Billable Support (as defined below) unless otherwise expressly specified in an Order. Issues such as requests for special projects, integration of other software tools, specialized report writing and other nonstandard tech support requests are billable ("Billable Support"). By way of example, Billable Support would include "Client side" issues that require ABT consulting to solve, such as issues/faults arising from Client's PC(s), Client's network, and Client's internet service performance issues (i.e., issues/faults that fall outside of ABT's control will be governed by ABT's Standard Terms listed in the Terms and Conditions document. Time will be billed in 15 minute increments at ABT's then standard published rates on its website at the following URL:

See our support website regarding contacting the Help Desk at the following URL: www.myabt.com/technical-support. See also our itemized listing of chargeable and non-chargeable support at the following URL: www.myabt.com/rates

3. ABT Online Systems Scheduled Unavailability

To provide Client with reliable Services, ABT routinely performs scheduled maintenance on different environments/servers in phases. During these routine maintenance tasks, ABT's engineering team proactively performs tasks like applying patches, upgrading software/applications, adding or modifying various network elements or upgrading/replacing server hardware. While these tasks are being performed, Client may experience intermittent connection issues with some Services. At times, ABT may have to reboot the base machine on which its Virtual Dedicated Servers, Dedicated SharePoint Servers, Dedicated Exchange Servers, SharePoint Flex Servers, VDS, Hosted Desktop and other instances are running. In such a scenario, Client's respective servers would also go through a reboot cycle.

As these are routine tasks for different servers and environments, not all of ABT's clients or services are affected. The weekly maintenance tasks, if needed, are scheduled to be carried out after business hours every Monday through Sunday. ABT reserves a window of system unavailability between the hours of 8:00 p.m. and 6:00 a.m. Client's local time, on these days. During this maintenance window (the "Scheduled Maintenance Window"), all or portions of the Hosted System may be unavailable. The Scheduled Maintenance Window is excluded from the guarantee of Hosted System availability.

3.1 Exceptions to Normal Online Systems Availability:

Holidays: ABT observes the following annual holidays: New Year's Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Thanksgiving Day; and Christmas Day. There will be skeletal Help Desk support only on those days until 6:00 a.m. the following day. At the end of each year, ABT shall coordinate the holiday schedule for the next year with Client.

Maintenance: Preventative maintenance, hardware and software upgrades or change-overs will be conducted on the ABT in-house equipment occasionally throughout the year. In such instances, ABT will provide three (3) days' advance written notice to Client; provided, however, that ABT shall not be in breach of this provision in the event no notice is given due to the immediate need of the maintenance.

Unscheduled System Downtime: ABT shall be allowed up to five (5) occurrences (exclusive of events contemplated by the provisions of this Section 3) of Unscheduled System Downtime (as defined below) exceeding four (4) hours during each calendar year of the Original Term or any Extended Term of the Agreement; provided, however, that no single Unscheduled System Downtime occurrence may last longer than twenty-four (24) hours and the cumulative total of all Unscheduled System Downtime occurrences (including those occurrences that last less than four (4) hours) during such calendar year may not exceed eighty-seven (87) hours. "Unscheduled System Downtime" shall mean any Hosted System downtime which results from any cause which is within ABT's commercially reasonable control.

The following conditions are specifically excluded from the calculation of Hosted System availability:

- A problem with Client's network, internet connection, or a private network connection to the Hosted System which prevents Client's users from reaching their applications, mailboxes or data in web folders.
- A problem connecting to the Hosted System due to any action on the part of the Client that triggers a security response; e.g., scanning the ports on an ABT router triggers a shut-down of the ports used by a client.
- Installation of urgent "hotfixes" will be scheduled as quickly as possible after testing, with notification sent to Client; the three (3) day notification requirement provided for above is waived for urgent hotfixes.
- Software "bugs" or problems within hosted products that create Service interruptions.
- Problems connecting to the Hosted System due to the addition or use of third party software installed on the Client's PC or network; e.g. Outlook plug-ins or streaming audio/video.

ABT calculates uptime as a percentage of the time during a month (30 days X 24 hours X 60 minutes) that the Hosted System is available, excluding the conditions above.

3.4 Penalty for Non-Compliance

For users within a single organization, for each month in which the availability of an application server is below an average of 99% as calculated above, ABT will reduce the amounts due and payable to it relating to the affected application Service for such month by 5%. For every additional 1% loss of application server availability below 99% average availability during the same calendar month, ABT will further reduce the amounts due and payable to it relating to the affected application Service for such month by another 5%. The maximum credit for downtime will be 25% of the amount due and payable to ABT for the affected application Service for such month.

Note: Because of the architecture that ABT has created to provide the Service, users within an organization may be spread across separate and distinct servers. In the case where one server suffers downtime exceeding the service level guarantees, the Client organization will receive reductions only for those users with accounts on the non-complying server.

4. Privacy and Security

4.1 Privacy

ABT does not share personal account information with others except to the extent necessary to complete an Order and will use ABT's commercially reasonable efforts to protect against violations of our privacy policies. Agents of ABT who have access to your personal information are required by contract to maintain confidentiality with respect to such personal information and are prohibited from using it for any purpose other than to carry out the Services they are performing on behalf of ABT.

ABT will not sell, trade, rent, give or otherwise provide your personal information to any third party for use in marketing or solicitation without your express consent.

ABT may use non-identifying and aggregate information to better design our services and web site that may involve reputable third-party vendors. This information could pertain to sales, traffic patterns and other related service and web site information.

Because ABT desires accuracy in the information it obtains and uses regarding its visitors and clients, Client may review or update Client's personally identifiable information that ABT collects online by contacting ABT via email at support@myabt.com.

4.2 Security

Access to our operations center and systems is restricted to authorized personnel. ABT ensures that its employees and contractors are familiar with and understand our privacy policies and that they take all reasonably possible security measures to protect the privacy of the Client Data. ABT will use its commercially reasonable efforts to protect the security of its systems and service, and the data that resides therein.

4.3 Ownership of Data

All data resident within ABT's applications and servers are the property of the organization that created and/or stored the data within such system. ABT makes no claims to any contact information, email content, documents in public folders or any other type of data contained within the applications running on our servers except in those cases where ABT created such data. Additionally, ABT makes no claims on data imported into the system by ABT on behalf of a Client.

4.4 Anti-Spam Policy

ABT does not employ or condone the use of unsolicited email (SPAM). Posting the same or similar unsolicited email messages, bulk commercial advertising, or informal announcements to one or more groups is prohibited. Client may not send unsolicited, commercial email to any other email account that has not specifically requested such information or that causes complaints from the recipients of such unsolicited email. ABT does not permit the use of its proprietary computers, servers, routers and computer network to accept, transmit or distribute unsolicited bulk email sent from the Internet to ABT clients. It is also an infringement of ABT policy, and the law, to send or cause to be sent to, or through, the ABT network Internet email that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing. ABT considers such email to be counterfeit, and any attempt to send or cause such counterfeit email to be sent to, or through, the ABT

network is unauthorized. Furthermore, any email relayed from a third party's mail servers without the express permission of that third party, or any email that hides or obscures, or attempts to hide or obscure, the source of an email also constitutes an unauthorized use of the ABT network. ABT does not authorize the harvesting or collection of screen names for the purpose of sending unsolicited email.

ABT reserves the right to take all legal and technical steps available to it to prevent unsolicited bulk email or other unauthorized email from entering, utilizing or remaining in the ABT network. Such action by Client or any of its users may include, without limitation, the use of filters or other network devices, the immediate termination of Client's Services and prosecution of offenders through criminal or civil proceedings. Unauthorized use of the ABT system in connection with the transmission of unsolicited bulk email, including the transmission of counterfeit email, may result in civil and criminal penalties against the sender.

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Exhibit B

Severity Rating System

The mission of the ABT Technical Support team is to help our clients operate in the mortgage cloud securely and efficiently. A major part of ABT’s response protocol is to handle Technical Support issues quickly. One of the steps in this process is to attach a “Severity Rating” to each issue. ABT has listed the rating system below and the expected response time for each level of issue.

Rating	Definition	Response Time	Target Resolution	ABT’s Responsibility	Client Responsibility
Critical	A situation where there is a loss of access to the production system and work cannot reasonably continue. The situation halts business operations and no procedural workaround exists.	1 hour	1 business day	ABT Provides appropriate staff and resources to sustain continuous 24x7 communications and work effort	Client will need to provide appropriate staff and resources, 24x7 to aid in communications and work effort
High	A situation (outside of ABT’s control) where access to production systems in the hosted environment is limited or hosted software is partially functioning, causing severely reduced production. The situation causes a high impact to portions of business operations and no procedural workaround exists. For third party software (which is developed and maintained by a third party vendor and properly licensed by client), ABT will support troubleshooting and the installation of software patches supported by the software developer and approved by the client. ABT will support troubleshooting and reasonable requests from client ISP and client network engineering personnel for access issues resulting from interruptions outside the ABT environment.	1 hour	2 business days	ABT will help support client’s efforts and provide appropriate staff and resources to sustain continuous communications and work effort 24x7 work effort may be required	Client will need to provide appropriate staff and resources to get software fixes from appropriate third party vendors, 24x7 communication and work effort may be required.
Medium	A situation where access to production systems is limited or the hosted software in use is partially working with non-critical loss of access or functionality. For production environment, there is a medium to low impact on business, but the client’s business continues to function, including use of a procedural workaround.	1 hour	5 business days	ABT provides appropriate staff and resources to sustain daily communication and work effort	Client provides appropriate staff and resources to aid in daily communication and work effort
Low	A situation where standard helpdesk support, software development or system implementation is requested. For production environments, there is low to no impact on business or the performance or functionality of the system.	1 business day	Standard maintenance requests are generally within 1 business day. Other projects as per negotiated time schedule.	ABT provides appropriate staff and resources to sustain communication and work effort as required for the request. Standard helpdesk support requests are processed within 24 hours during standard business hours. For software development and system implementation projects, mutually agreed upon work schedules will be followed	Client provides appropriate staff and resources to sustain required communication and work effort associated request.

Exhibit C

Monthly Uptime Percentage

The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Product	SLA	Downtime Definition	Service Credit
MortgageWorkSpace®	99%	Downtime is considered the total accumulated user minutes during which connection to the MortgageWorkSpace™ service is unavailable. A minute is considered unavailable when the user is unable to access their MortgageWorkSpace™ environment due to issues within ABT's control. This Service Level does not apply when Client's system or systems and/or the internet connection between Client and ABT is the cause of the downtime.	One time credit of 10% of monthly fee (product specific) for each 1% of monthly downtime
DeviceGuardian™	*99%	DeviceGuardian™ consists of ABT software and multiple third party software and services configured specifically for the mortgage industry. Downtime is considered a period where the covered device is unable to log on with proper credentials. Service Level Exceptions: This service level does not apply to any: (i) on-premises software licensed as part of the service subscription, or (ii) Internet-based services that provide updates to any "on-premise" software licensed as part of the service subscription.	One time credit of 10% of monthly fee (product specific) for each 1% of monthly downtime
MortgageExchange™	99%	Downtime is considered the total accumulated period when the production MortgageExchange™ environment is unavailable. This service level does not apply to any access to the source or target system is unavailable.	One time credit of 10% of monthly fee (product specific) for each 1% of monthly downtime
EmailGuardian™	*99%	EmailGuardian™ consists of multiple third party software and services configured specifically for the mortgage industry. Downtime is any period of time when users are unable to send or receive email with web email client.	Per vendor(s) policies
FinalDecision™	99%	Downtime is considered the total accumulated period when the production FinalDecision™ environment is unavailable. This service level does not apply to unavailability of any access to the source or target system, or vendor services.	One time credit of 10% of monthly fee (product specific) for each 1% of monthly downtime
NetworkGuardian™	*99%	NetworkGuardian™ consists of multiple third party software and services configured specifically for the mortgage industry. Downtime is any period of time when users are unable to send or receive email with web email client.	Per vendor(s) policies
DocumentGuardian™	99%	Downtime is considered the total accumulated period when the production DocumentGuardian™ environment is unavailable. This service level does not apply to any access to the source or target system is unavailable.	One time credit of 10% of monthly fee (product specific) for each 1% of monthly downtime

3rd party software and services	Refer to vendor's SLA	Services provided by third party providers are limited to the service level guarantees of the respective upstream (subcontracted) provider. Available penalties are limited to those of the upstream provider even though these may be of a lesser amount than the penalties associated with the service levels of the overall product.	Per vendor(s) policies
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* See third party software and services